

**Jennifer Wood**  
**Mayor**

**Chuck McGuire**  
**Mayor Pro Tem**

**Bill Smith**  
**Council Member**

**James Gray**  
**Council Member**

**Rick Warren**  
**Council Member**



## **AGENDA**

### **CITY OF CALIFORNIA CITY CITY COUNCIL**

#### **REGULAR MEETING**

**Tuesday, September 8, 2015**

**Regular Meeting Starts – 6:00 P.M.**

**Council Chambers  
21000 Hacienda Blvd.  
California City, Ca 93505**

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

**NOTE:** Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting.

**LATE COMMUNICATIONS:** Following the posting of the agenda any emails, writings or documents that the public would like to submit to the council must be received by the City Clerk no later than 3pm the Monday prior to the meeting. Past that deadline citizens may bring these items directly to the meeting. Please bring 10 copies for distribution to council, staff and the public.

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***\*\*At this time, please take a moment to turn off your cell phones\*\****

6 P.M.  
REGULAR MEETING

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE / INVOCATION**

**ROLL CALL**

Councilmembers Gray, Smith, Warren, Mayor Pro Tem McGuire, Mayor Wood

Motion to excuse Mayor Wood and Councilmember Smith from tonight's meeting

**CITY CLERK REPORTS / LATE COMMUNICATIONS**

**PRESENTATIONS**

**STAFF ANNOUNCEMENTS / REPORTS**

Police Chief Hurtado – Department Update  
Fire Chief Armstrong – Department Update  
Public Works Director Platt – Department Update  
Finance Director Rudy Hernandez – Department Update  
Brenda Daverin – Parks and Recreation Update  
City Manager Weil – City Updates

**CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS**

**PUBLIC COMMENT**

This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.

**CONSENT CALENDAR**

All items on the consent calendar are considered routine and non-controversial and will be approved by one motion if no member of the Council, staff or public wishes to comment or ask questions.(Public comments to be limited to three minutes) Roll call vote required.

**CC 1. CITY CHECK REGISTERS:** dated through 09/03/15

**PAYROLL REGISTERS:** pay period 7/28/15 – 8/10/15

**CC 2. MINUTES:** Regular Meeting dated 05/19/15

Special Meetings dated 05/11/15 and 06/02/15

Waive reading of subject minutes, approve as written, and order filed.

**CC 3. READING OF ORDINANCES**

Waive reading in full of all ordinances under consideration, and direct the City Clerk to read by title only.

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Adopt Ordinance No. 15-732 **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING THE ZONING REGULATIONS AS THEY PERTAIN TO CONDITIONALLY PERMITTED USES IN THE LIGHT INDUSTRIAL DISTRICT (MI)"**

Adopt Ordinance No. 15-733 **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING THE ZONING REGULATIONS AS THEY PERTAIN TO CONDITIONALLY USES IN THE SERVICE COMMERCIAL DISTRICT (C4)"**

Adopt Ordinance No. 15-734 **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING THE ZONING REGULATIONS AS THEY PERTAIN TO INCLUDE COTTAGE FOOD OPERATIONS (CFO) AS A PERMITTED USE UNDER HOME BASED BUSINESSES"**

**CC 4. REJECTION OF CLAIMS:** Mark Anthony Mark

**CC 5.** Fire Department: Fire Station contract to purchase metal building from Duro Beam in the amount of \$87,954.00

**CC 6.** Clarification of Budget Line Item 110 of Ground Operations Grant 2015/16

**CC 7.** Fire Department: Purchase of LifePak 15 Cardiac Monitor

**CC 8.** Notice of Completion: Pavement Coatings Co. for the SDI Tracts Chip Seal Project

**PUBLIC HEARING**

**PH 1.** Proposed Ordinance: Trailer Sales & Rentals

**PUBLIC HEARING PROCEDURE**

- A. Mayor read the item
- B. Mayor declare Public Hearing open
- C. Hear staff report
- D. Council questions only
- E. Ask city clerk to report on any communication(s)
- F. Mayor call for public testimony
- G. Close Public Hearing by motion
- H. Council discussion
  - I. Council motion and vote

Recommend

Council discuss, take public comments, and give First Reading, by Title only, with Further Reading waived of an **"ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING THE ZONING REGULATIONS TO ADD TRAILER SALES AS A PERMITTED USE IN THE COMMUNITY COMMERCIAL DISTRICT (C2)"**

**CONTINUED BUSINESS**

**CB 1.** Fire Department: Fire Station: Demolition – Fire Chief Armstrong

Recommendation

Council discuss and approve the demolition of the Fire Station and the acceptance of the bid from Williams Construction

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**CB 2. California City Police Dept: Animal Control Building Painting Project – Sergeant Craig**

Recommendation

Council discuss and approve the bid from Bull Construction of \$4900.00

**CB 3. Bob Parker Scout Lodge: Tile / Cabinet / Counter Tops Project – Public Works  
Director Platt**

Recommendation

Council discuss and approve the bid of \$12,238.00 from Williams Construction

**NEW BUSINESS**

**NB 1. Donation to the "Save Our Lake" Campaign – Park Supervisor Brenda Daverin**

Recommendation:

Council to discuss and approve the recommended donation of \$10,000.00

**COUNCIL AGENDA**

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting, or refer an item to staff.

- 1) AB 1234 Reports
- 2) Council Items

Councilmember Warren  
Councilmember Gray  
Councilmember Smith  
Mayor Pro Tem McGuire  
Mayor Wood

**ADJOURNMENT**

**AFFIDAVIT OF POSTING:** This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.


Denise Hilliker, City Clerk

## Report Criteria:

Report type: Invoice detail  
Bank.Bank Number = 1  
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/15	08/27/2015	94896	Griffith, Debora	Auto Work	08-19-15	1,252.50	1,252.50
Total 94896:							1,252.50
08/15	08/27/2015	94897	State Board Of Equaliz	Balance Owed for 2nd qtr	22-678322	28.77	28.77
Total 94897:							28.77
Grand Totals:							1,281.27

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8/27/15Finance Director 

CC 1.

## Report Criteria:

Report type: Invoice detail

Bank Bank Number = 2

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
1335							
08/15	08/28/2015	1335	US Bank	104388-0	72-7211-630	7,089.43	7,089.43
Total 1335:							7,089.43
Grand Totals:							7,089.43

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
72-02005	.00	7,089.43-	7,089.43-
72-7211-630	7,089.43	.00	7,089.43
Grand Totals:	7,089.43	7,089.43-	.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 8/28/15Finance Manager ZZ

Report type: Invoice detail  
Bank.Bank Number = 1  
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/15	08/31/2015	94898	Aguirre, Ana C	Wtr Stby Refund	208-053-18	250.00	250.00
Total 94898:							250.00
08/15	08/31/2015	94899	Ahmad, Irshad & Mahtab	Wtr Stby Refund	208-141-14	250.00	250.00
Total 94899:							250.00
08/15	08/31/2015	94900	All Weather Inc	AWOS Maint Contract	61575 BAL OWED	300.00	300.00
Total 94900:							300.00
08/15	08/31/2015	94901	Amber Chemical, Inc.	Hypochlorite Solution	0330733-IN	182.75	182.75
Total 94901:							182.75
08/15	08/31/2015	94902	AmeriPride	Uniform Maintenance	2100461480	111.20	111.20
Total 94902:							111.20
08/15	08/31/2015	94903	Andrew Parker	Remove Damaged Block W	201558	2,400.00	2,400.00
08/15	08/31/2015	94903	Andrew Parker	Board ups	201568	230.00	230.00
08/15	08/31/2015	94903	Andrew Parker	Village Pkwy, Lake View Dr	201569	172.80	172.80
Total 94903:							2,802.80
08/15	08/31/2015	94904	Anguiano, Javier & Marie E.	Wtr Stby Refund	208-052-07	325.00	325.00
Total 94904:							325.00
08/15	08/31/2015	94905	Armstrong, Jeffrey	Chief Officer Training	082515	90.00	90.00
Total 94905:							90.00
08/15	08/31/2015	94906	AT&T Mobility	IPad Phone Bill	08182015	1,445.16	1,445.16
Total 94906:							1,445.16
08/15	08/31/2015	94907	AV Fuel Corporation	Jet Fuel	7681662	6,980.35	6,980.35
Total 94907:							6,980.35
08/15	08/31/2015	94908	B C Laboratories, Inc	Water Testing	073115	2,384.00	2,384.00
Total 94908:							2,384.00
08/15	08/31/2015	94909	Boston, John	Travel Reimbursement	082515	712.00	712.00
Total 94909:							712.00
08/15	08/31/2015	94910	Boswell, Randy P	Wtr Stby Refund	208-032-02	125.00	125.00
Total 94910:							125.00



GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/15	08/31/2015	94911	Boyd, Louise Y TR	Wtr Stby Refund	208-033-14	150.00	150.00
Total 94911:							150.00
08/15	08/31/2015	94912	Brandau, Kim	Medical Services July & Aug	082415	1,000.00	1,000.00
Total 94912:							1,000.00
08/15	08/31/2015	94913	California City Internet	Internet Service	40541	270.00	270.00
Total 94913:							270.00
08/15	08/31/2015	94914	Caselle, Inc	Bank Rec,& 12/16 Budget E	67161	1,070.00	1,070.00
08/15	08/31/2015	94914	Caselle, Inc	Connect HR,Training	67343	2,437.00	2,437.00
08/15	08/31/2015	94914	Caselle, Inc	7/15 Bank Rec, 15/16 Buge	67352	850.00	850.00
Total 94914:							4,357.00
08/15	08/31/2015	94915	Charter Communications	City Hall Cable Service	104953 0803-15	94.53	94.53
08/15	08/31/2015	94915	Charter Communications	Fire Cable Service/Internet	108863 082215	405.53	405.53
08/15	08/31/2015	94915	Charter Communications	City Hall Cable Service	15167 080315	138.76	138.76
Total 94915:							638.82
08/15	08/31/2015	94916	Chief	Dispatch Uniform Shirts	340737	575.59	575.59
Total 94916:							575.59
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106793.01 081315	235.67	235.67
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106796.01 081315	1,779.94	1,779.94
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106797.01 081315	10,829.18	10,829.18
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106799.01 081315	2,063.51	2,063.51
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106800.01 081315	227.22	227.22
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106801.01 081315	2,038.50	2,038.50
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106802.01 081315	73.85	73.85
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106804.01 081315	928.55	928.55
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106805.01 081315	235.67	235.67
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106806.01 081315	928.55	928.55
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106807.01	73.85	73.85
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106808.01 081315	6,863.90	6,863.90
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106809.01 081315	2,746.99	2,746.99
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106810.01 081315	626.44	626.44
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106811.01 081315	251.37	251.37
08/15	08/31/2015	94917	City Of Cal City-General	Sewer Service	106812.01 081315	977.14	977.14
08/15	08/31/2015	94917	City Of Cal City-General	Sewer Service	106813.01 081315	239.97	239.97
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106818.01	73.85	73.85
08/15	08/31/2015	94917	City Of Cal City-General	Sewer Service	106819.01 081315	732.85	732.85
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106822.01 081315	235.67	235.67
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106823.01	243.20	243.20
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106824.01	536.18	536.18
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106825.01	235.67	235.67
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106826.01	2,063.51	2,063.51
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106827.01	888.15	888.15
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106828.01	73.85	73.85
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106829.01	11,370.37	11,370.37
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106830.01	2,127.70	2,127.70
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106831.01	276.24	276.24
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106848.01	73.85	73.85
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106849.01	73.85	73.85



GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/15	08/31/2015	94917	City Of Cal City-General	Sewer Service	106861.01	83.26	83.26
08/15	08/31/2015	94917	City Of Cal City-General	Water Service	106863.01 081315	65.62	65.62
Total 94917:							50,274.12
08/15	08/31/2015	94918	Coastline Equipment	Equipment Parts	252744	425.88	425.88
Total 94918:							425.88
08/15	08/31/2015	94919	Consolidated Electrical Distr	Tranducer	3978-671314	483.75	483.75
Total 94919:							483.75
08/15	08/31/2015	94920	Cook, Jennifer E. & Nathan L	Wtr Stby Refund	204-201-14	300.00	300.00
Total 94920:							300.00
08/15	08/31/2015	94921	Cooley Construction, Inc.	College Station CML 5399-( 130		11,875.00	11,875.00
Total 94921:							11,875.00
08/15	08/31/2015	94922	Corcoran, Pat	Per Diem Clears Conferenc	082615	275.20	275.20
Total 94922:							275.20
08/15	08/31/2015	94923	Creative Bus Sales, Inc	Pull Sign DAR	5072148	83.71	83.71
Total 94923:							83.71
08/15	08/31/2015	94924	Department of Justice	Reserve DOJ CCW Renewal	MADDEN2017	96.00	96.00
Total 94924:							96.00
08/15	08/31/2015	94925	DigiTech Inc.	Security Service	3782	125.00	125.00
Total 94925:							125.00
08/15	08/31/2015	94926	Dobbins, Duane F. & Mary C.	Wtr Stby Refund	208-111-10	125.00	125.00
Total 94926:							125.00
08/15	08/31/2015	94927	Entenmann-Rovin Company	Badges	0110657-IN	448.24	448.24
Total 94927:							448.24
08/15	08/31/2015	94928	Erwin, Joseph N.	Wtr Stby Refund	208-141-19	150.00	150.00
Total 94928:							150.00
08/15	08/31/2015	94929	Escobar, Herberth A & Pena S	Wtr Stby Refund	208-062-27	275.00	275.00
Total 94929:							275.00
08/15	08/31/2015	94930	Evans, Linda E	Wtr Stby Refund	208-112-01	375.00	375.00
Total 94930:							375.00
08/15	08/31/2015	94931	Ferguson Waterworks	Replenish Inventory	0523525	631.97	631.97
08/15	08/31/2015	94931	Ferguson Waterworks	Tools	0524689	482.78	482.78

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/15	08/31/2015	94931	Ferguson Waterworks	Replenish Inventory	0524759	233.45	233.45
Total 94931:							1,348.20
08/15	08/31/2015	94932	Fietkau, Brian J. & Angela	Wtr Stby Refund	208-053-16	200.00	200.00
Total 94932:							200.00
08/15	08/31/2015	94933	Ford Credit Dept 67-434	2011 Crown Vic's	1180653	14,339.85	14,339.85
Total 94933:							14,339.85
08/15	08/31/2015	94934	Gagne, Nichole R.	Wtr Stby Refund	208-141-16	125.00	125.00
Total 94934:							125.00
08/15	08/31/2015	94935	Gallant, Rocky	Per Diem Clears Conferenc	082615	275.20	275.20
Total 94935:							275.20
08/15	08/31/2015	94936	Globalstar	Satellite Phones	6705957	813.59	813.59
Total 94936:							813.59
08/15	08/31/2015	94937	Gomez Juan Carlos Trust	Wtr Stby Refund	212-252-10	75.00	75.00
Total 94937:							75.00
08/15	08/31/2015	94938	Green, Rebecca	Wtr Stby Refund	213-461-26	350.00	350.00
Total 94938:							350.00
08/15	08/31/2015	94939	Gregorski, Brian D. & Charlott	Wtr Stby Refund	208-111-19	50.00	50.00
Total 94939:							50.00
08/15	08/31/2015	94940	Hall, Damon	Wtr Stby Refund	208-071-08	200.00	200.00
Total 94940:							200.00
08/15	08/31/2015	94941	Hartung, Stephen J	Wtr Stby Refund	212-272-35	100.00	100.00
Total 94941:							100.00
08/15	08/31/2015	94942	HDWBC	Computer Service-Pd & Cit	40219	9,102.50	9,102.50
Total 94942:							9,102.50
08/15	08/31/2015	94943	Helt Engineering, Inc	12403 College Station	15268	235.00	235.00
08/15	08/31/2015	94943	Helt Engineering, Inc	12407 Safe Routes	15269	470.00	470.00
08/15	08/31/2015	94943	Helt Engineering, Inc	13408 RSTP Hacienda PH 1	15270	970.00	970.00
08/15	08/31/2015	94943	Helt Engineering, Inc	14401 2nd Comm Slurry S	15271	4,545.00	4,545.00
08/15	08/31/2015	94943	Helt Engineering, Inc	14409 Westside Taxiways	15272	6,708.29	6,708.29
08/15	08/31/2015	94943	Helt Engineering, Inc	15400 Housing Element	15273	3,025.94	3,025.94
08/15	08/31/2015	94943	Helt Engineering, Inc	15400 CCB Bridge	15274	2,432.50	2,432.50
08/15	08/31/2015	94943	Helt Engineering, Inc	15400 Water Well	15275	287.50	287.50
08/15	08/31/2015	94943	Helt Engineering, Inc	15400 Homeland Security	15276	167.50	167.50
08/15	08/31/2015	94943	Helt Engineering, Inc	15403 WWTP	15277	5,697.50	5,697.50
08/15	08/31/2015	94943	Helt Engineering, Inc	15405 HISP Call for Project	15278	3,215.00	3,215.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/15	08/31/2015	94943	Helt Engineering, Inc	15406 RSTP Call for Project	15279	2,892.50	2,892.50
08/15	08/31/2015	94943	Helt Engineering, Inc	15407 TDA Article 3 Call fo	15280	4,045.00	4,045.00
08/15	08/31/2015	94943	Helt Engineering, Inc	12403 College Station	15-291	110.00	110.00
08/15	08/31/2015	94943	Helt Engineering, Inc	12407 Safe Routes to Schoo	15-292	1,462.50	1,462.50
08/15	08/31/2015	94943	Helt Engineering, Inc	13405 HISP Baron to Wond	15-293	595.00	595.00
08/15	08/31/2015	94943	Helt Engineering, Inc	13408 RSTP Hacienda PH 1	15-294	235.00	235.00
08/15	08/31/2015	94943	Helt Engineering, Inc	13418 PD Repeater	15-295	1,870.00	1,870.00
08/15	08/31/2015	94943	Helt Engineering, Inc	14401 2nd Comm Slurry Se	15-296	2,890.00	2,890.00
08/15	08/31/2015	94943	Helt Engineering, Inc	14406 Water Line Replace	15-297	2,567.50	2,567.50
08/15	08/31/2015	94943	Helt Engineering, Inc	14409 Westside Taxiways	15-298	8,447.50	8,447.50
08/15	08/31/2015	94943	Helt Engineering, Inc	15400 Housing Element	15-299	575.00	575.00
08/15	08/31/2015	94943	Helt Engineering, Inc	WWTP Upgrade	15-301	1,502.50	1,502.50
08/15	08/31/2015	94943	Helt Engineering, Inc	15405 HISP Call for Project	15-302	3,705.00	3,705.00
08/15	08/31/2015	94943	Helt Engineering, Inc	RSTP Call for Projects	15-303	1,597.50	1,597.50
08/15	08/31/2015	94943	Helt Engineering, Inc	15408 Septic Tank Density	15-304	11,260.00	11,260.00
Total 94943:							71,509.23
08/15	08/31/2015	94944	Hernandez, Filpo N. & Pereiro	Wtr Stby Refund	208-031-05	275.00	275.00
Total 94944:							275.00
08/15	08/31/2015	94945	Holdstock, Cory & Sue	Wtr Stby Refund	213-461-08	175.00	175.00
Total 94945:							175.00
08/15	08/31/2015	94946	Hopson, Darby Mary M	Wtr Stby Refund	208-071-20	175.00	175.00
Total 94946:							175.00
08/15	08/31/2015	94947	Inglis Imports, Inc.	Travel Crate for TY	4357	382.60	382.60
Total 94947:							382.60
08/15	08/31/2015	94948	Interon LLC	Desktop Computer-Aron In	2372	697.68	697.68
Total 94948:							697.68
08/15	08/31/2015	94949	John R Wilson Inc.	Fire Station Remodel Eng/	073115	42,649.17	42,649.17
Total 94949:							42,649.17
08/15	08/31/2015	94950	Johnstone Supply	Switch	465184	98.92	98.92
Total 94950:							98.92
08/15	08/31/2015	94951	Keating, Virginia	Wtr Stby Refund	208-041-18	200.00	200.00
Total 94951:							200.00
08/15	08/31/2015	94952	Keshushu, Levik & Katrine	Wtr Stby Refund	208-141-22	200.00	200.00
Total 94952:							200.00
08/15	08/31/2015	94953	Kosick, Jeremy	Books 2E class	082415	87.24	87.24
Total 94953:							87.24
08/15	08/31/2015	94954	M & M Sports	Embroidery	34328	17.74	17.74

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/15	08/31/2015	94954	M & M Sports	Uniforms-Patches	34445	16.13	16.13
08/15	08/31/2015	94954	M & M Sports	Embroidery	34518	17.74	17.74
Total 94954:							51.61
08/15	08/31/2015	94955	Maddox, Charles Russell & Est	Wtr Stby Refund	208-132-14	75.00	75.00
Total 94955:							75.00
08/15	08/31/2015	94956	Maienschein, Lee & Gloria	Wtr Stby Refund	213-461-16	300.00	300.00
Total 94956:							300.00
08/15	08/31/2015	94957	McCabe Danny & Molita	Wtr Stby Refund	208-032-07	275.00	275.00
Total 94957:							275.00
08/15	08/31/2015	94958	McMaster Carr	Wall Mount Timer	36084779	118.71	118.71
08/15	08/31/2015	94958	McMaster Carr	Wall Mount Timer	36349234	153.00	153.00
08/15	08/31/2015	94958	McMaster Carr	Plumbing Repair Restaura	36595187	373.37	373.37
08/15	08/31/2015	94958	McMaster Carr	Wall Mount Timer	37303675	118.71-	118.71-
Total 94958:							526.37
08/15	08/31/2015	94959	Merchant's Printing & Envelo	Off Highway Vehicle Overti	5-180028	133.72	133.72
08/15	08/31/2015	94959	Merchant's Printing & Envelo	Receipt-RC	5-180039	989.00	989.00
08/15	08/31/2015	94959	Merchant's Printing & Envelo	Bus Card:J. Barragan & S. A	5-180045	124.70	124.70
Total 94959:							1,247.42
08/15	08/31/2015	94960	Mojave Desert News	CCHS Sports Ad	44194	12.00	12.00
Total 94960:							12.00
08/15	08/31/2015	94961	Municode	1st Pmt Recodiciation Proc	00259474	2,880.00	2,880.00
Total 94961:							2,880.00
08/15	08/31/2015	94962	Neal, William D & Rhonda K	Wtr Stby Refund	208-062-28	275.00	275.00
Total 94962:							275.00
08/15	08/31/2015	94963	Office Depot	Office Supplies	788645815001	87.24	87.24
08/15	08/31/2015	94963	Office Depot	Office Supplies	SEE ATTACHED 081	932.16	932.16
Total 94963:							1,019.40
08/15	08/31/2015	94964	Osorio, Marie A	Wtr Stby Refund	208-042-22	325.00	325.00
Total 94964:							325.00
08/15	08/31/2015	94965	Pavement Coating Co.	SDI Tracts Chip Seal Project	C1507053	9,495.25	9,495.25
Total 94965:							9,495.25
08/15	08/31/2015	94966	Plantz, Pamela & James	Wtr Stby Refund	208-061-04	150.00	150.00
Total 94966:							150.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
08/15	08/31/2015	94967	Quinn Company	PD Generator Service	W0370128630	887.93	887.93
Total 94967:							887.93
08/15	08/31/2015	94968	R S I Petroleum Prod	Fuel	1064632	75.63	75.63
08/15	08/31/2015	94968	R S I Petroleum Prod	Fuel Bldg & Maint	1064657,695,823	414.86	414.86
08/15	08/31/2015	94968	R S I Petroleum Prod	Fuel Airport	1064666,4731, 478	86.67	86.67
08/15	08/31/2015	94968	R S I Petroleum Prod	Fuel	1064698	23.73	23.73
08/15	08/31/2015	94968	R S I Petroleum Prod	Fuel	1064757	42.41	42.41
08/15	08/31/2015	94968	R S I Petroleum Prod	Fuel Dial A Ride, Str. Garag	STREET, GARAGE, D	6,325.98	6,325.98
08/15	08/31/2015	94968	R S I Petroleum Prod	Fuel Wtr, Pump, Sewer as o	WTR, PUMP, SEWER	7,759.09	7,759.09
Total 94968:							14,728.37
08/15	08/31/2015	94969	Reliable Air Condit. & Heating	Air Conditioning Unit #5	16101	9,650.00	9,650.00
Total 94969:							9,650.00
08/15	08/31/2015	94970	S.C. Friends Tire Inc.	Tires, Repair, Alignment	28416	10.00	10.00
08/15	08/31/2015	94970	S.C. Friends Tire Inc.	Tires, Repair, Alignment	28419	48.50	48.50
08/15	08/31/2015	94970	S.C. Friends Tire Inc.	Tires, Repair, Alignment	28448	70.00	70.00
08/15	08/31/2015	94970	S.C. Friends Tire Inc.	Tires, Repair, Alignment	28488	10.00	10.00
08/15	08/31/2015	94970	S.C. Friends Tire Inc.	Tires, Repair, Alignment	28497	55.00	55.00
08/15	08/31/2015	94970	S.C. Friends Tire Inc.	Tires, Repair, Alignment	28501	17.50	17.50
08/15	08/31/2015	94970	S.C. Friends Tire Inc.	Tire Service, Tires	28507	49.50	49.50
08/15	08/31/2015	94970	S.C. Friends Tire Inc.	Tires, Repair, Alignment	28522	27.50	27.50
Total 94970:							288.00
08/15	08/31/2015	94971	Sage Staffing	Temp Mary Johnson	52009	1,725.60	1,725.60
08/15	08/31/2015	94971	Sage Staffing	Temp Mary Johnson	52068	1,207.92	1,207.92
08/15	08/31/2015	94971	Sage Staffing	Temp Mary Johnson	52122	1,790.31	1,790.31
08/15	08/31/2015	94971	Sage Staffing	Temp Mary Johnson	52176	1,725.60	1,725.60
Total 94971:							6,449.43
08/15	08/31/2015	94972	Sakowski, Thomas	Wtr Stby Refund	208-112-06	175.00	175.00
Total 94972:							175.00
08/15	08/31/2015	94973	Sanders, Elmer Matthew	Wtr Stby Refund	208-141-20	225.00	225.00
Total 94973:							225.00
08/15	08/31/2015	94974	Saunders, James	Wtr Stby Refund	208-071-04	200.00	200.00
Total 94974:							200.00
08/15	08/31/2015	94975	SC Communications	Equipment for MRAP	96764	418.33	418.33
Total 94975:							418.33
08/15	08/31/2015	94976	Shanyfelt, Robin L.	Wtr Stby Refund	208-111-09	100.00	100.00
Total 94976:							100.00
08/15	08/31/2015	94977	Shartzter, John T.	Wtr Stby Refund	208-051-07	325.00	325.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 94977:							325.00
08/15	08/31/2015	94978	Shibab, Shabi & Cindy Li Hsin	Wtr Stby Refund	208-071-21	150.00	150.00
Total 94978:							150.00
08/15	08/31/2015	94979	Silva Ulises & Soto Eva M	Wtr Stby Refund	213-461-17	50.00	50.00
Total 94979:							50.00
08/15	08/31/2015	94980	Sim Sanitation	Toilet Cleaning Scout Island	35650	30.00	30.00
Total 94980:							30.00
08/15	08/31/2015	94981	Sinclair, Vicki	Wtr Stby Refund	213-462-22	175.00	175.00
Total 94981:							175.00
08/15	08/31/2015	94982	Sirchie Fingerprint Labs	Evidence Materials	0219168-IN	832.53	832.53
Total 94982:							832.53
08/15	08/31/2015	94983	Snyder, Timothy A. & Karen C.	Wtr Stby Refund	208-111-06	275.00	275.00
Total 94983:							275.00
08/15	08/31/2015	94984	St. Denis Anthony I	Wtr Stby Refund	208-043-04	100.00	100.00
Total 94984:							100.00
08/15	08/31/2015	94985	Standford, Gloria W TR	Wtr Stby Refund	208-071-23	200.00	200.00
Total 94985:							200.00
08/15	08/31/2015	94986	Statewide Safety & Signs	Sign Brackets	12001465	57.22	57.22
Total 94986:							57.22
08/15	08/31/2015	94987	Thomson Reuters - West	California Jury Instructions	6102686476	262.30	262.30
Total 94987:							262.30
08/15	08/31/2015	94988	Thugs to Bugs Pest Control	Pest Control	10410	350.00	350.00
08/15	08/31/2015	94988	Thugs to Bugs Pest Control	Pest Control	10411	365.00	365.00
Total 94988:							715.00
08/15	08/31/2015	94989	TigerDirect	Office and Computer Suppli	L25576310101	595.79	595.79
Total 94989:							595.79
08/15	08/31/2015	94990	Torres, Jorge M. & Maria Elena	Wtr Stby Refund	208-033-06	50.00	50.00
Total 94990:							50.00
08/15	08/31/2015	94991	Tyack's Tires, Inc	Tires	159569	67.90	67.90

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 94991:							67.90
08/15	08/31/2015	94992	U P S	Delivery Service	V325	38.01	38.01
08/15	08/31/2015	94992	U P S	Shipping Service Charges	V345	63.90	63.90
Total 94992:							101.91
08/15	08/31/2015	94993	VCES Bakersfield	Repaired Grader Blade & Ga	P505010301	1,304.61	1,304.61
08/15	08/31/2015	94993	VCES Bakersfield	Repaired Grader	P505010302	783.06	783.06
Total 94993:							2,087.67
08/15	08/31/2015	94994	Verizon Business	Landline Police Dept.	08112359	30.07	30.07
Total 94994:							30.07
08/15	08/31/2015	94995	Williams, Griffin & Peggy	Wtr Stby Refund	208-062-29	250.00	250.00
Total 94995:							250.00
08/15	08/31/2015	94996	Young, Vivian & Larry	Wtr Stby Refund	212-271-09	200.00	200.00
Total 94996:							200.00
08/15	08/31/2015	94997	Zoll	Fire RMS Contract	69823-1	210.00	210.00
Total 94997:							210.00
08/15	08/31/2015	94998	Zters	Port-A-Potty Service	135752	210.00	210.00
Total 94998:							210.00
09/15	09/03/2015	94999	A & F Sheep	Hydrant Deposit	106860.01	60.00	60.00
Total 94999:							60.00
09/15	09/03/2015	95000	Abdelshaid, Delia	Wtr Stby Refund 21760 Ev	212-290-08	175.00	175.00
Total 95000:							175.00
09/15	09/03/2015	95001	Aguilar, Jason	Dep Refund 8760 Glade	101754.03	70.89	70.89
Total 95001:							70.89
09/15	09/03/2015	95002	Aguirre Maria	Wtr Stby Refund 8925 Xavi	213-023-03	175.00	175.00
Total 95002:							175.00
09/15	09/03/2015	95003	Alexander's Enterprises, Inc	Water Billing Process	2102	3,385.30	3,385.30
Total 95003:							3,385.30
09/15	09/03/2015	95004	Alvarez, Rafael	Wtr Stby Refund 7711 Jaca	211-070-32	150.00	150.00
Total 95004:							150.00
09/15	09/03/2015	95005	AmeriPride	Uniform Maintenance	2100463036	112.20	112.20



GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 95005:							112.20
09/15	09/03/2015	95006	Andrew Parker	8601 & 8607 Redwood	201571	1,807.20	1,807.20
Total 95006:							1,807.20
09/15	09/03/2015	95007	Anguiano, Carlos	Wtr Stby Refund 9116 Fuch	208-231-01	275.00	275.00
Total 95007:							275.00
09/15	09/03/2015	95008	Anguiano, Javier	Wtr Stby Refund 21848 99t	208-032-09	225.00	225.00
Total 95008:							225.00
09/15	09/03/2015	95009	Autozone Development	Wtr Stby Refund California	208-382-11	75.00	75.00
Total 95009:							75.00
09/15	09/03/2015	95010	Babb, Brad	Travel Reimbursement	083115	177.50	177.50
Total 95010:							177.50
09/15	09/03/2015	95011	Bakersfield Californian	Chip Seal Bid	13849194	500.16	500.16
09/15	09/03/2015	95011	Bakersfield Californian	Lakewood Mobile Park Ad	13855822	1,913.24	1,913.24
09/15	09/03/2015	95011	Bakersfield Californian	Municipal Airport	13897600	752.58	752.58
Total 95011:							3,165.98
09/15	09/03/2015	95012	Barr, Thomas H. & Kathryn C.	Wtr Stby Refund 21741 Ele	212-300-52	650.00	650.00
Total 95012:							650.00
09/15	09/03/2015	95013	Behjou, Behram & Bonit	Wtr Stby Refund 9324 Iren	208-321-09	250.00	250.00
Total 95013:							250.00
09/15	09/03/2015	95014	Bishop, Terry D. Susan E.	Wtr Stby Refund 9417 Rea	208-141-21	600.00	600.00
Total 95014:							600.00
09/15	09/03/2015	95015	Blackman, James P. TR	Wtr Stby Refund 10325 Ole	210-052-30	75.00	75.00
Total 95015:							75.00
09/15	09/03/2015	95016	Boatz, Jerry & Tamara	Wtr Stby Refund 21424 Kel	212-220-22	575.00	575.00
Total 95016:							575.00
09/15	09/03/2015	95017	Boot Barn	Boot Purchase	IVC0058928	479.56	479.56
Total 95017:							479.56
09/15	09/03/2015	95018	Booth Machinery	Equipment Repair Parts	DP05554	51.26	51.26
Total 95018:							51.26
09/15	09/03/2015	95019	Booth, Lawrence J. & Cherise	Wtr Stby Refund 9849 Sally	208-071-24	200.00	200.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 95019:							200.00
09/15	09/03/2015	95020	Borowski, Maribeth	Wtr Stby Refund 9232 Xavi	208-260-09	250.00	250.00
Total 95020:							250.00
09/15	09/03/2015	95021	Burkholder, Daniel J. & Donna	Wtr Stby Refund 9116 Mar	208-302-02	225.00	225.00
Total 95021:							225.00
09/15	09/03/2015	95022	Business Radio Licensing	Radio License Renewal	KRV8	95.00	95.00
Total 95022:							95.00
09/15	09/03/2015	95023	Bustamante, Kelly J	Wtr Stby Refund 10740 Jer	212-352-33	25.00	25.00
Total 95023:							25.00
09/15	09/03/2015	95024	Byrum, Christopher T.	Wtr Stby Refund 10516 Ole	210-061-15	75.00	75.00
Total 95024:							75.00
09/15	09/03/2015	95025	Cady Vernon M	Wtr Stby Refund 9024 Fuch	213-091-05	100.00	100.00
Total 95025:							100.00
09/15	09/03/2015	95026	Cady Vernon M Revocable Livi	Wtr Stby Refund 8824 Lupi	213-462-21	100.00	100.00
Total 95026:							100.00
09/15	09/03/2015	95027	Carter, Matt & Erin	Dep Refund 10342 Joshua	102277.04	5.97	5.97
Total 95027:							5.97
09/15	09/03/2015	95028	Castillo, Aristeo F. & Kathy	Wtr Stby Refund 8749 Glad	204-154-03	250.00	250.00
Total 95028:							250.00
09/15	09/03/2015	95029	Castillo, Geroge R. & Stephani	Wtr Stby Refund 21660 Ha	208-331-02	275.00	275.00
Total 95029:							275.00
09/15	09/03/2015	95030	Ceja, Ramon & Jeannine	Water Standby Charges Ref	211-062-27	175.00	175.00
Total 95030:							175.00
09/15	09/03/2015	95031	Channey La Tonya	Wtr Stby Refund 7924 Gree	211-062-12	200.00	200.00
Total 95031:							200.00
09/15	09/03/2015	95032	Charbonneau, James J.	Wtr Stby Refund 9313 Susa	208-312-31	200.00	200.00
Total 95032:							200.00
09/15	09/03/2015	95033	City Of Cal City-General	Public Works Irrigation	0813-2015	973.25	973.25
09/15	09/03/2015	95033	City Of Cal City-General	Sewer Service	106820.01 081315	5,514.66	5,514.66

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 95033:							6,487.91
09/15	09/03/2015	95034	Clark, Jonathan C. & Frances Y	Wtr Stby Refund 10717 Jer	212-352-26	325.00	325.00
Total 95034:							325.00
09/15	09/03/2015	95035	CNH Capital America LLC	Water Supplies	XXX-7972	28.34	28.34
Total 95035:							28.34
09/15	09/03/2015	95036	Collins Trust	Wtr Stby Refund 10624 Ca	212-352-22	250.00	250.00
Total 95036:							250.00
09/15	09/03/2015	95037	Comparativo, Jose & Glorina	Wtr Stby Refund 8648 Pop	213-131-28	175.00	175.00
Total 95037:							175.00
09/15	09/03/2015	95038	Consolidated Electrical Distr	Electrical Parts Scout Islan	3978-671403	687.95	687.95
Total 95038:							687.95
09/15	09/03/2015	95039	Contreras, Sonia	Deposit Refund 9212 Jacar	101794.05	79.74	79.74
Total 95039:							79.74
09/15	09/03/2015	95040	Cook, Dan	Wtr Stby Refund 9225 Colu	208-232-19	25.00	25.00
Total 95040:							25.00
09/15	09/03/2015	95041	Cooper, Robert & Joan	Wtr Stby Refund 10517 Pea	210-061-18	175.00	175.00
Total 95041:							175.00
09/15	09/03/2015	95042	Copen, Bruce E	Wtr Stby Refund 8430 Jims	213-143-20	200.00	200.00
Total 95042:							200.00
09/15	09/03/2015	95043	Cortes, Jose D.	Wtr Stby Refund 21650 Ha	208-331-01	200.00	200.00
Total 95043:							200.00
09/15	09/03/2015	95044	Dacey, Robert R. Jr	Wtr Stby Refund 20848 Ge	210-191-15	125.00	125.00
Total 95044:							125.00
09/15	09/03/2015	95045	Davis, Colleen	Wtr Stby Refnd 10840 Evel	212-300-12	275.00	275.00
Total 95045:							275.00
09/15	09/03/2015	95046	De Shon, Paul F. & Wilson, Call	Wtr Stby Refund 9401 Sally	208-321-21	125.00	125.00
Total 95046:							125.00
09/15	09/03/2015	95047	Dennis Automotive	Auto Service	21397	51.75	51.75
09/15	09/03/2015	95047	Dennis Automotive	Auto Service	21399	51.75	51.75
09/15	09/03/2015	95047	Dennis Automotive	Auto Service	21405	51.75	51.75

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 95047:							155.25
09/15	09/03/2015	95048	Dhintec Inc.	Wtr Stby Refund 9024 Rea	208-292-05	25.00	25.00
Total 95048:							25.00
09/15	09/03/2015	95049	DuroBeam	Station Remodel	07302015RV3	21,629.75	21,629.75
Total 95049:							21,629.75
09/15	09/03/2015	95050	Elsken, Marijo	Wtr Stby Refund 9124 Rea	2058-292-12	100.00	100.00
Total 95050:							100.00
09/15	09/03/2015	95051	Eskandar, Kamal & Saffi Lama	Wtr Stby Refund 21260 Wi	208-361-22	125.00	125.00
Total 95051:							125.00
09/15	09/03/2015	95052	Fed Ex	Priority Mailings	5-119-85184	116.18	116.18
09/15	09/03/2015	95052	Fed Ex	Priority Mailings	5-127-08925	101.07	101.07
09/15	09/03/2015	95052	Fed Ex	Priority Mailings	5-134-59048	100.77	100.77
Total 95052:							318.02
09/15	09/03/2015	95053	Ferguson Waterworks	Replenish Inventory	0524759-2	103.11	103.11
Total 95053:							103.11
09/15	09/03/2015	95054	Flores, Tomas	Wtr Stby Refund 8654 Pop	213-131-29	75.00	75.00
Total 95054:							75.00
09/15	09/03/2015	95055	Foss, Anthony C. & Florence L	Wtr Stby Refund 10751 Jer	212-352-08	125.00	125.00
Total 95055:							125.00
09/15	09/03/2015	95056	French, Daniel L. & Tami S.	Wtr Stby Refund 9501 Rea	208-141-14	600.00	600.00
Total 95056:							600.00
09/15	09/03/2015	95057	Frieder Marvin MD Inc.	Wtr Stby Refund 19025 De	209-162-09	200.00	200.00
Total 95057:							200.00
09/15	09/03/2015	95058	Galvez, Juan Ramon & Solis Ra	Wtr Stby Refund 9609 Rea	208-151-16	250.00	250.00
Total 95058:							250.00
09/15	09/03/2015	95059	Garcia, Mike	Reimbursement for Travel	083115	177.50	177.50
Total 95059:							177.50
09/15	09/03/2015	95060	Geddes, Timothy	Reimbursement for Test Gr	080615	65.00	65.00
Total 95060:							65.00
09/15	09/03/2015	95061	Gerber Bryan & Bonnie	Wtr Stby Refund 9100 Men	208-291-06	200.00	200.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 95061:							200.00
09/15	09/03/2015	95062	Ghuneem, Lidia	Dep Refund 20120 87th St	101071.05	27.09	27.09
Total 95062:							27.09
09/15	09/03/2015	95063	Gibbs International Truck Ctr	Radiator Cap	222829B	41.46	41.46
Total 95063:							41.46
09/15	09/03/2015	95064	Gonzalez Marco A. & Jessica R.	Wtr Stby Refund 9143 Mar	208-301-27	125.00	125.00
Total 95064:							125.00
09/15	09/03/2015	95065	Gonzalez, Caline	Wtr Stby Refund 20431 78t	211-070-28	200.00	200.00
Total 95065:							200.00
09/15	09/03/2015	95066	Gonzalez, Elpidio Gonzalez	Wtr Stby Refund 7800 Grea	211-070-03	225.00	225.00
Total 95066:							225.00
09/15	09/03/2015	95067	Granite Construction Compan	Cold Mix	585709	4,930.68	4,930.68
Total 95067:							4,930.68
09/15	09/03/2015	95068	Groves, Daniel	Dep Refund 9137 Jacranda	101764.02	1.47	1.47
Total 95068:							1.47
09/15	09/03/2015	95069	Gruwell, Gregory S. & Paula	Wtr Stby Refund 9808 Rea	208-033-02	600.00	600.00
Total 95069:							600.00
09/15	09/03/2015	95070	Gullo, Kathy Marlene Trust	Wtr Stby Refund No Site Av	208-313-12	75.00	75.00
Total 95070:							75.00
09/15	09/03/2015	95071	Hale, Patricia A.	Wtr Stby Refund 9206 Kare	208-312-19	50.00	50.00
Total 95071:							50.00
09/15	09/03/2015	95072	Hawk, Bridget Ann	Wtr Stby Refund 9149 Heat	208-192-16	75.00	75.00
Total 95072:							75.00
09/15	09/03/2015	95073	HD Supply Waterworks, LTD	Tools & Inventory	E328934	7,711.68	7,711.68
09/15	09/03/2015	95073	HD Supply Waterworks, LTD	Tools & Inventory	E346722	167.75-	167.75-
09/15	09/03/2015	95073	HD Supply Waterworks, LTD	Tools & Inventory	E349497	328.66	328.66
09/15	09/03/2015	95073	HD Supply Waterworks, LTD	Tools & Inventory	E385838	34.77	34.77
09/15	09/03/2015	95073	HD Supply Waterworks, LTD	Tools & Inventory	E396758	71.28	71.28
Total 95073:							7,978.64
09/15	09/03/2015	95074	Hemmans, Doquisha	Dep Refund 8937 Hickory	105672.09	49.77	49.77
Total 95074:							49.77

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
09/15	09/03/2015	95075	Hill, Avery Robyn M	Wtr Stby Refund 21708 Ive	212-31109	225.00	225.00
Total 95075:							225.00
09/15	09/03/2015	95076	Hodgson, Thomas R & Michell	WtrStby Refund 10709 Gar	21333113	375.00	375.00
Total 95076:							375.00
09/15	09/03/2015	95077	Home Depot Credit Services	Facilities Maintenance Sup	XXX-1266 082115	705.11	705.11
Total 95077:							705.11
09/15	09/03/2015	95078	Honeycutt, Julie K.	Wtr Stby Refund 21187 Co	208-361-13	175.00	175.00
Total 95078:							175.00
09/15	09/03/2015	95079	Interstate Plastics	Plexiglass Pieces Cut to Size	185611	2,720.50	2,720.50
Total 95079:							2,720.50
09/15	09/03/2015	95080	JBL & Asscs Inc. Solo 401 K	Wtr Stby Refund 9049 CCB	208-274-02	75.00	75.00
Total 95080:							75.00
09/15	09/03/2015	95081	Johnson Family Trust	Wtr Stby Refund 7313 Cata	211-203-25	150.00	150.00
Total 95081:							150.00
09/15	09/03/2015	95082	Josh Kinney	Travel Reimbursement	083115	177.50	177.50
Total 95082:							177.50
09/15	09/03/2015	95083	Kasdin, Mitchell	Wtr Stby Refund 7848 Cata	211-211-12	100.00	100.00
Total 95083:							100.00
09/15	09/03/2015	95084	Kemp Desert Prop LLC	Wtr Stby Refund 21741 Ma	212-300-33	75.00	75.00
Total 95084:							75.00
09/15	09/03/2015	95085	Kerr, Yohanna R	Wtr Stby Refund 21706 Ive	21231110	225.00	225.00
Total 95085:							225.00
09/15	09/03/2015	95086	Khamsouk, Arahate	Wtr Stby Refund 9100 Evel	208-301-07	125.00	125.00
Total 95086:							125.00
09/15	09/03/2015	95087	King, Douglas & Victoria	Wtr Stby Refund 10525 Re	210-062-18	175.00	175.00
Total 95087:							175.00
09/15	09/03/2015	95088	KME Fire Apparatus	Vehicle Maint.	CA533236	1,295.27	1,295.27
Total 95088:							1,295.27
09/15	09/03/2015	95089	Knallay, Joseph W. & Jackie L.	Wtr Stby Refund 10451 N.	212-210-14	525.00	525.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 95089:							525.00
09/15	09/03/2015	95090	Kosick, Jeremy	Training Per Diem 2E Class,	0824-15	838.26	838.26
Total 95090:							838.26
09/15	09/03/2015	95091	Kouzyelian, Anoush	Wtr Stby Refund 9012 Rea	208-292-03	50.00	50.00
Total 95091:							50.00
09/15	09/03/2015	95092	Krelle, Leland	Wtr Stby Refund 9001 Rea	208-291-38	50.00	50.00
Total 95092:							50.00
09/15	09/03/2015	95093	Langaman, Kenneth Jr. & Sheri	Wtr Stby Refund 9337 Iren	208-313-29	175.00	175.00
Total 95093:							175.00
09/15	09/03/2015	95094	Larreta, Manual & Serrano	Deposit Refund 8360 Fern	101684.07	31.89	31.89
Total 95094:							31.89
09/15	09/03/2015	95095	Lewis, Robert F. & Ruth E.	Wtr Stby Refund 9656 Men	208-152-15	175.00	175.00
Total 95095:							175.00
09/15	09/03/2015	95096	Lozano Family Trust	Wtr Stby Refund 9230 Kare	208-215-15	100.00	100.00
Total 95096:							100.00
09/15	09/03/2015	95097	Martin, Alice R. Trust	Wtr Stby Refund 9236 Kare	208-312-14	125.00	125.00
Total 95097:							125.00
09/15	09/03/2015	95098	McCrometer	Extension Pipe	464066	373.16	373.16
Total 95098:							373.16
09/15	09/03/2015	95099	Medved, Joanne	Wtr Stby Refund 9051 Heat	208-192-23	100.00	100.00
Total 95099:							100.00
09/15	09/03/2015	95100	Miller, Curt G.	Wtr Stby Refund 9306 Iren	208-321-12	200.00	200.00
Total 95100:							200.00
09/15	09/03/2015	95101	Mojave Desert News	Legal Notice: Ordinance 15-	44260	116.35	116.35
Total 95101:							116.35
09/15	09/03/2015	95102	Moore, David A	Wtr Stby Refund 9301 Rea	208-141-28	50.00	50.00
Total 95102:							50.00
09/15	09/03/2015	95103	Morfin, Javier & Jeanette	Wtr Stby Refund 9501 Evel	208-142-17	100.00	100.00
Total 95103:							100.00



GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
09/15	09/03/2015	95104	Myers, Bradley S	Wtr Stby Refund 9325 Evel	208-142-25	200.00	200.00
Total 95104:							200.00
09/15	09/03/2015	95105	Nicols, Gary T. & Rachel A	Wtr Stby Refund 21740 Ma	212-300-29	100.00	100.00
Total 95105:							100.00
09/15	09/03/2015	95106	Nolan, Thomas	Dep Refund 20272 94th	102133.07	29.73	29.73
Total 95106:							29.73
09/15	09/03/2015	95107	Nowicki, George T	Wtr Stby Refund	213-151-13	250.00	250.00
Total 95107:							250.00
09/15	09/03/2015	95108	Perez, Gabriel & Smith, Jennife	Wtr Stby Refund 9030 Colu	213-101-07	200.00	200.00
Total 95108:							200.00
09/15	09/03/2015	95109	Perez, Juan C. & Annamarie	Wtr Stby Refund 9541 Rea	208-151-19	250.00	250.00
Total 95109:							250.00
09/15	09/03/2015	95110	Pike, Robert	Overpmt 9716 Margery	102812.03	114.14	114.14
Total 95110:							114.14
09/15	09/03/2015	95111	Portlock, Albert & Patricia M.	Wtr Stby Refund 9325 Sally	208-321-19	50.00	50.00
Total 95111:							50.00
09/15	09/03/2015	95112	Raymond, Jeffrey C.	Wtr Stby Refund 7680 Grea	211-091-15	175.00	175.00
Total 95112:							175.00
09/15	09/03/2015	95113	Reid, Stewart D	Wtr Stby Refund 8107 Heat	21317105	50.00	50.00
Total 95113:							50.00
09/15	09/03/2015	95114	Reliable Air Condit. & Heating	Air Conditioning Work Seni	16127	4,975.00	4,975.00
Total 95114:							4,975.00
09/15	09/03/2015	95115	Resendez, Raul B. & Elizabeth	Wtr Stby Refund 21329 Cor	213-461-05	650.00	650.00
Total 95115:							650.00
09/15	09/03/2015	95116	Robertson's	Redwood Driveway Repair	616059	335.11	335.11
Total 95116:							335.11
09/15	09/03/2015	95117	S.C. Friends Tire Inc.	Tires	28599	246.67	246.67
Total 95117:							246.67
09/15	09/03/2015	95118	Saba, Natalia & Shahab	Wtr Stby Refund 9500 Rea	208-142-12	125.00	125.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
		Total 95118:					125.00
09/15	09/03/2015	95119	Safri Family Trust	Wtr Stby Refund 21173 Co	208-361-11	100.00	100.00
		Total 95119:					100.00
09/15	09/03/2015	95120	Sanders, Roy M. & Karen J	Wtr Stby Refund 9533 Rea	208-151.20	200.00	200.00
		Total 95120:					200.00
09/15	09/03/2015	95121	Sarabia, Francisco Javier & Su	Wtr Stby Refund 7821 Iron	211-070-26	275.00	275.00
		Total 95121:					275.00
09/15	09/03/2015	95122	Satterfield, Mary Leota	Wtr Stby Refund 21721 Ly	208-303-07	500.00	500.00
		Total 95122:					500.00
09/15	09/03/2015	95123	Sellard, Michael	Wtr Stby Refund 9748 Evel	208-041-06	175.00	175.00
		Total 95123:					175.00
09/15	09/03/2015	95124	Sharper Landscaping Srvs Inc.	Monthly Grounds Maintena	3044	11,333.33	11,333.33
		Total 95124:					11,333.33
09/15	09/03/2015	95125	Shaw, George & Rosemarie	Wtr Stby Refund 9043 Xavi	213-101-09	125.00	125.00
		Total 95125:					125.00
09/15	09/03/2015	95126	Sheehan, Gregory M & Virgini	Wtr Stby Refund 9664 Men	208-152-16	250.00	250.00
		Total 95126:					250.00
09/15	09/03/2015	95127	Sim Sanitation	Toilet Cleaning Scout Island	35675	30.00	30.00
		Total 95127:					30.00
09/15	09/03/2015	95128	Snyder, Jackie L. & Rebecca	Wtr Stby Refund 21750 Ev	212-290-07	175.00	175.00
		Total 95128:					175.00
09/15	09/03/2015	95129	Southwestern Cotton of Plainv	Wtr Stby Refund 10641 Kel	212-230-28	100.00	100.00
		Total 95129:					100.00
09/15	09/03/2015	95130	Sparkletts	Water	4687417 081415	50.28	50.28
		Total 95130:					50.28
09/15	09/03/2015	95131	Spencer Sample	Travel Reimbursment	083115	177.50	177.50
		Total 95131:					177.50
09/15	09/03/2015	95132	Squires, Robert A. & Regina S.	Wtr Stby Refund 10709 Jer	212-352-25	225.00	225.00
		Total 95132:					225.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
09/15	09/03/2015	95133	Staples Advantage	Office Supplies, Janitorial	SEE ATTACHED 083	5,996.49	5,996.49
Total 95133:							5,996.49
09/15	09/03/2015	95134	Suszek Rev Family Trust	Wtr Stby Refund 9212 Kare	208-312-15	125.00	125.00
Total 95134:							125.00
09/15	09/03/2015	95135	Tamang Electric	Electrical Supplies	TE4707, 4708, 4709	17,298.04	17,298.04
Total 95135:							17,298.04
09/15	09/03/2015	95136	Terrelonge, Maurice & Jennife	Wtr Stby Refund 9800 Iren	208-071-01	600.00	600.00
Total 95136:							600.00
09/15	09/03/2015	95137	Thugs to Bugs Pest Control	Pest Control	10717	365.00	365.00
09/15	09/03/2015	95137	Thugs to Bugs Pest Control	Pest Control	10718	350.00	350.00
Total 95137:							715.00
09/15	09/03/2015	95138	Trumbull, Alexander L & Rita	Wtr Stby Refund 9912 Putt	208-361-39	150.00	150.00
Total 95138:							150.00
09/15	09/03/2015	95139	Turnbo, Clifford A	Wtr Stby Refund 21317 Ba	213-461-07	125.00	125.00
Total 95139:							125.00
09/15	09/03/2015	95140	U P S	Service Charges	V315	89.76	89.76
Total 95140:							89.76
09/15	09/03/2015	95141	Underground Service Alert	Undergrd Alerts-This ck re	15080003	247.50	247.50
Total 95141:							247.50
09/15	09/03/2015	95142	Vasquez, Richard	Wtr Stby Refund	113-461-18	200.00	200.00
Total 95142:							200.00
09/15	09/03/2015	95143	Verizon Wireless	Broadband Service	9750788227	76.02	76.02
Total 95143:							76.02
09/15	09/03/2015	95144	Virgen, Juan R	Wtr Stby Refund 21608 Ive	212-352-23	225.00	225.00
Total 95144:							225.00
09/15	09/03/2015	95145	Voss Cal City Invs LLC	Wtr Stby Refund 9207 Evel	208-292-26	150.00	150.00
Total 95145:							150.00
09/15	09/03/2015	95146	Ward, Daniel	Wtr Stby Refund 21201 Wi	208-362-14	200.00	200.00
Total 95146:							200.00
09/15	09/03/2015	95147	Water Metrics West	Calibration	IVC51088	113.35	113.35

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 95147:							113.35
09/15	09/03/2015	95148	Wells Fargo Bank	Wtr Stby Refund 9325 Rea	208-141-25	50.00	50.00
Total 95148:							50.00
09/15	09/03/2015	95149	Willner, Michael & Mary Jo	Wtr Stby Refund 21740 Ev	212-290-06	175.00	175.00
Total 95149:							175.00
09/15	09/03/2015	95150	Winkler, Michael V. Trust	Wtr Stby Refund 21229 Co	208-361-17	75.00	75.00
Total 95150:							75.00
09/15	09/03/2015	95151	Winwater Works	Filter Clean Out Material	8376	774.00	774.00
Total 95151:							774.00
09/15	09/03/2015	95152	Witmer Public Safety Group,	Uniforms	E1369093	470.18	470.18
Total 95152:							470.18
09/15	09/03/2015	95153	Wood, Edward	Dep Refund 8048 Greenwo	101477.02	12.50	12.50
Total 95153:							12.50
09/15	09/03/2015	95154	Woods, James & Therese B.	Wtr Stby Refund 21710 Ha	208-303-08	150.00	150.00
Total 95154:							150.00
09/15	09/03/2015	95155	Zavala, Jose Antonio	Wtr Stby Refund 9024 Evel	208-301-04	75.00	75.00
Total 95155:							75.00
Grand Totals:							409,985.43

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 9/3/15Finance Director 

## Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

**SPECIAL MEETING  
CITY OF CALIFORNIA CITY  
CITY COUNCIL  
Monday, May 11, 2015  
Council Chambers, 21000 Hacienda Blvd.  
MINUTES**

**CALL TO ORDER**

Mayor Wood called the meeting to order at 6:00 pm

**Following the Pledge of Allegiance the city clerk called the roll:**

**PRESENT:** Councilmember's Gray, Smith, Warren, Mayor Pro Tem McGuire,  
Mayor Wood

**ABSENT:** None

**ADOPTION OF AGENDA**

Motion by Mayor Pro Tem McGuire, second by Councilmember Gray to adopt the agenda.  
Motion carried.

**CITY CLERK REPORTS / LATE COMMUNICATIONS**

Al Hutson: Opposition to proposed Bolthouse Solar Project; outlining his objections from the Planning Commission level through the City Council level

DJ Twohig: The following documents were received: 11 of his stakeholders granting him to speak on their behalf; a case heard before the Supreme Court of the Topanga Assn. for a Scenic Community vs. the County of Los Angeles; zoning map; letter dated Sept 4, 2013 that was written to him in regards to his cease and desist letter alleging violations of the Brown Act; colored pictures of houses located in Monte Vista Estates; a recorded copy of the Notice of Determination for the Bolthouse MND and CUP; a sample of a notice of public hearing prepared by the Kern County Planning Commission; a copy of the court case of Robin Singh Educational Services vs. Blueprint Test Preparation

Motion by Mayor Wood, second by Mayor Pro Tem McGuire to limit public comments pro and con to 4 minutes per person, with no do overs, on both items on tonight's agenda. Motion carried.

**CLOSED SESSION**

**CS 1.** Conference with Legal Counsel - Potential Litigation; Pursuant to Cal. Gov't Code §54956.9(d) (4) (One Case) Re: Bolthouse Project

Russell Michael – has the council investigated Bolthouse Solar? If there anything hidden in the closet? Believes the previous Mayor was sandbagged. Also inquired as to who brought this item back.

Attorney Mark Smith - has issues with this agenda; there was a 3-2 vote to rescind on 5/5/15; has due process concerns and possible Brown Act violations

Lou Peralta – doesn't know all the rules but shame on the council, developer and the public

DJ Twohig – no tax dollars for the city with solar; has submitted for the record what a "notice" should look like; has the council done its own independent analysis on Mr. Teti? And his ability to fund, complete and sustain this project? explained again that that the public notice was not sufficient . Has the council done an independent analysis of what should exist or is required between residential and solar property?

CC2.

Trent Teti, on behalf of the project – reiterated how much Bolthouse wants to work with the city and its residents. Over the last week he has had communication with Mr. Twohig, and they have worked through a lot of their difference. He absolutely respects Mr. Twohig's desire to not have his property and future development land locked. They are offering easements so that his property is not land locked. He also knows this part of town has higher residential values and it is very important to them not to degrade this environment. He does not know much about low impact vegetation, but Mr. Twohig has recommended Ann Richardson who has done good work with the parks department. City Manager Weil has also recommended Ms. Richardson. They will allocate \$25,000 to Ms. Richardson's beautification project and we would like her to be in charge of dispensing those funds using it to beautify the environment around this facility. This is not a concession to the citizens or the city; he is in this for environmental reasons. He would love to sell energy to the residents for less. Also noted the battery component of the project would have made the city considerable tax money.

Annie Mudge – land use lawyer representing Bolthouse: Understands there was an approval of a use permit on April 7, 2015, and that use permit granted certain property rights to the land owner, who has leased the project to her client. Now what is happening after those use permits have been approved, in compliance with law, is now a rear guard attempt by people who did not participate fully, prior to the approval, to have you rescind or revoke that use permit. In other words an attempt to revoke a property right. Procedures must be followed if you are thinking about revoking someone's use permit. Primarily you must prove that they are out of compliance with one of the conditions of that permit, and there has been no failure to comply. So any attempt to rescind, which the council did on April 7<sup>th</sup>, is equivalent to a revocation of a property right. Also in regards to the meeting held on May 5<sup>th</sup>, the item was not agendaized for any vote on rescission. But a vote did take place, and under the Brown Act it is procedurally improper, it's as if the vote never took place. It is a legal nullity. She also stated that long after the April 7 approval of the conditional use permit, in compliance with the CEQA, letters started coming in bringing up new issues. Attorney Mark Smith also wrote a late correspondence, full of allegations that had not been raised before. All of these objections coming in after the fact are all untimely. The law states you must bring in all of your complaints prior to the council making its final decision. She also explained in detail how the objections listed were without merit. She concluded that there is no EIR required, properly is zoned for solar, and there are no land locking of parcels.

Karen Macedonio – Inquires if all actions that have been completed legal? Her trust lies with the council. The room is divided into opinions and the city is losing if we are arguing over the details to see who is winning.

Jane Riding – from a business point of view; as real estate brokers you must disclose everything that is pertinent to a property. Part of that disclosure is zoning. It is not fair for the city to give a conditional use permit, without considering the surrounding properties. She also stated that it totally negates the information she gave regarding the zoning, which she received from the planning department. For the sake of money why is the city Council considering a re-zone just to accommodate some solar dude from San Francisco?

Jeff Brader - it's never too late to speak out about things that are going on in our community and with our government. Regardless of the timing people who were just finding out should be able to speak. Take notice that the community is speaking out, fighting for what they believe in. Also in regards to solar projects in Rosamond, the company's donated money and various equipment to the schools. Will this company also be involved in donating to our community? Has anyone done any homework to see what this company would give back to this community?

Tom Ross - it ought to be obvious to everyone that this is a planning failure. Everything that has been argued about for the last month should have been taken care of at the planning level.

Greg, property owner of the proposed project –Has owned the property 14 years, paying about \$25,000 in property taxes. Before the 2008 downturn he built 25 homes in the city. He has never complained or had issues with the city. He is hoping that his property rights will also be respected. With a block wall around the project he doesn't understand why this is such a bad thing for the city.

Beth Tona – has been present at all meetings since the beginning of this project. She asked the Council to make a decision not based on what the attorneys have said, but by their conscience. She also stated that Mr. Teti has not been truthful and there are court records that show he was guilty of malice. She hopes this council does the right thing.

Kenny? – Why does this project have to be right at our doorstep, why can't they move without further?

### **CLOSED SESSION ACTION**

City Attorney Bettenhausen reported that there was direction given.

Mayor Wood explained that that direction is to take a 10 minute break before resuming the meeting.

Motion by Councilmember Warren, second by Mayor Pro Tem McGuire to take a 10 minute break. Motion carried.

Motion by Councilmember Warren, second by Mayor Pro Tem McGuire to extend the break another 10 minutes. Motion carried.

City Attorney Bettenhausen requested that the Council return to closed session regarding the same item that is on the agenda.

Motion by Mayor Pro Tem McGuire, second by Councilmember Smith to return to close session. Motion carried.

### **CLOSED SESSION ACTION**

City Attorney Bettenhausen reported that direction was given and we will continue with the next item on the agenda.

### **CONTINUED BUSINESS**

CB 1. Reconsideration of Council decision / rescission of vote on May 5<sup>th</sup>, 2015 regarding the Bolthouse Project

Russell Michael – company is bogus and a house of cards. Both the planning commission and Council are not doing their jobs attorneys are making a joke out of this.

DJ Twohig – questioned who was in charge of making the agenda. Mayor Wood responded the council. April 21 there was discussion which resulted in an agenda item and probably did not have sufficient details for action. Stated that on April 21<sup>st</sup> the council voted to bring an action item to rescind, which was clarified by Councilman Warren. Suggested the Council start talking about their Brown act violations and who is in charge of the agendas. If there was an issue with the agenda it is not the public's fault. He, along with others, want the city



contractually bound to the enforcement of the contract being negotiated between the two parties at this time. The attorneys are very close to finishing a deal, but the one item that the citizens do not want is to be bound to enforce the contract themselves.

Trent Teti - he believes the parties are very close a settlement that would be mutually acceptable to everyone, most importantly the citizens. He also answered yes that he was previously involved in a lawsuit. Back in college he started a test preparation company. Was sued by a former employer who he taught classes for. He was being sued for \$18 million, but won that lawsuit.

Mayor Wood announced that the city has received a reimbursement and indemnification agreement, that Bolthouse has signed tonight, that holds the city basically harmless.

Attorney Mark Smith - back on May 5, there was discussion about extending the CEQA statute of limitations. We are prepared to do this on a short notice but it might not be feasible to get it done. Therefore they may be asking the city to agree upon a tolling agreement.

Attorney Annie Mudge - stated they are not in favor of a tolling agreement.

City Attorney Bettenhausen provided advice to Council on the necessary motions that need to take place.

Motion by Councilmember Warren, second by Mayor Pro Tem McGuire, to reconsider the decision that occurred on May 5, 2015, concerning the Bolthouse project, in regards to continued business item #2. Motion carried 4-1(Smith, nay)

Motion by Councilmember Warren, second by Mayor Pro Tem McGuire, to rescind the decision that occurred on May 5, 2015, concerning the Bolthouse project, continued business item #2, the motion having been made by councilmember Gray and seconded by Councilmember Smith. Acknowledging that the decision that was made on May 5, 2015, was not properly noticed, and was therefore invalid. And further acknowledging that the Mitigated Negative Declaration and CUP that were approved at the April 7, 2015 Council meeting, concerning the Bolthouse project are still valid. Roll call vote as follows:

**AYES:** Gray, Warren, McGuire, Wood,

**NAYS:** Smith

**ABSTAIN:** None

**ABSENT:** None

#### **ADJOURNMENT**

Motion by Mayor Pro Tem McGuire second by Councilmember Warren to adjourn at 8:32 pm.  
Motion carried.

Respectfully submitted by,

Denise Hilliker, City Clerk

**APPROVED BY CITY COUNCIL ON \_\_\_\_\_**

**REGULAR MEETING  
CITY OF CALIFORNIA CITY  
CITY COUNCIL  
Tuesday, May 19, 2015  
Council Chambers, 21000 Hacienda Blvd.  
MINUTES**

**CALL TO ORDER**

Mayor Wood called the meeting to order at 6:03 pm.

**Following the Pledge of Allegiance the city clerk called the roll:**

**PRESENT:** Gray, Smith, Warren, Pro Tem McGuire, Mayor Wood

**ABSENT:** None

**ADOPTION OF AGENDA**

Motion by Mayor Pro Tem McGuire, second by Councilmember Gray to adopt the agenda.

Motion carried.

**CITY CLERK REPORTS / LATE COMMUNICATIONS** None

**PRESENTATIONS**

Al Hutson – reported that he viewed on TV a type of pump to put on your water heater to have instantaneous hot water at our faucets range from \$200 to \$700. It would create substantial savings and water.

**STAFF ANNOUNCEMENTS / REPORTS**

Police Chief Hurtado reported that 25 students recently completed an outreach to children program at CC Hacienda School; recent incident where suspect involved with stealing mail was caught with \$8600 in cash as well as drugs

Fire Chief Armstrong reported – upcoming table top exercise at EAFB; delay in hiring reserve firefighter's due to present living conditions; all three shifts will be going to training

Public Works Director Platt – crews have taken a break from the Hacienda project to attend to leaks/blow outs; meter replacements- new locks is working well; chip seal project is awaiting state approval; pricing scoreboards for ball field

Finance Director Hernandez reported – April financials will be sent out the 20<sup>th</sup>; Midyear review going out to council; received 4 responses to the RFP for audit services.

City Manager Weil reported – Pool opening the weekend following Memorial Day; town hall meeting on June 24<sup>th</sup>, 6pm at the Community Center.

**CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS**

Mary Ann LeBlanc - California City EDC & 50<sup>th</sup> Anniversary Committee: provided list of merchandise available for sale; announced events happening each month in the city leading up to the December 5<sup>th</sup> celebration.

**PUBLIC BUSINESS FROM THE FLOOR**

Al Hutson – requests progress map at city hall that details waterline replacements and roads, plus all costs associated; concerns about the audit; believes it would be a good idea to get a skateboard /

BMX park to keep the kids busy; believes Planning should request financial statements from

potential builders.

Christy Mutt – fire hydrants at 106<sup>th</sup> and Berkley & Owen and Berkley have been leaking for 2 month; concerns about the water shortage and paying for these leaks/repairs that need to be completed.

Russell Michael – we should be looking into Section 8 vouchers. Mayor Wood responded that there are 57 families within California City that has Section 8 vouchers and that the Section 8 is closed in Kern County.

Mary Wady – her water bill went up when there was a water break on the city's side of the meter. Mayor Wood requested her to bring in the bill and the city will look into it.

### **CONSENT CALENDAR / PUBLIC COMMENT**

**CC 1.** City check registers dated through 05/14/15; Payroll register dated 04/21/15 – 05/04/15

**CC 2** Notice of Completion: Cooley Construction; Redwood Blvd. & Hacienda Blvd.  
Intersection

**CC 3.** California City Police Department: Police Station Security Fencing

**CC 4.** Rejection of Bids: Fire Repairs/Remodel of the Community Pool House

Public received clarification on ck# 93933

Councilmember Smith and Gray received clarification on the Police Station Security Fencing.

Mayor Wood received clarification on funding for both the electronic fence and tasers.

Motion by Councilmember Warren, second by Mayor Wood to approve the consent calendar.  
Roll call vote as follows:

**AYES:** Gray, Smith, Warren, McGuire, Wood

**NAYS:** None

**ABSTAIN:** Smith ck #93950 Warren ck #93936

**ABSENT:** None

### **PUBLIC HEARING**

**PH 1.** Active Transportation Program (ATP): Submission of Projects Applications

Mayor Wood read the item and declared the public hearing open.

Public Works Director Platt provided the staff report.

Engineer Jerry Helt explained that the ATP program.

City Clerk Hilliker reported that no communications were received.

Councilmember Smith received clarification on funding.

Public comments were received from Al Hutson and Mary Wady.

Motion by Mayor Pro Tem McGuire, second by Councilmember Smith to close the public hearing. Motion carried.

Motion by Councilmember Warren, second by Councilmember Smith to adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AUTHORIZING THE SUBMISSION OF PROJECTS APPLICATIONS FOR THE ACTIVE TRANSPORTATION PROGRAM AUTHORIZING THE SUBMISSION OF PROJECTS APPLICATIONS FOR THE ACTIVE TRANSPORTATION PROGRAM (ATP)" Motion carried

### **CONTINUED BUSINESS**

#### **CB 1. Establishing a Stage II Drought Emergency and Fines**

Public Works Director provided the staff report. He also emphasized that city would only be looking for obvious offenders.

Council and public questions and concerns were addressed by staff.

Motion by Mayor Pro Tem McGuire, second by Councilmember Gray to adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY TO IMPLEMENT MANDATORY EMERGENCY WATER CONSERVATION MEASURES AND FEES" Motion carried

#### **CB 2. Police Department: Patrol Vehicle Replacement Program**

Councilmember Warren recused himself and stepped down from the dais.

Police Chief Hurtado provided the staff report.

Staff addressed both the public and councils questions and concerns

Motion by Mayor Pro Tem McGuire, second by Councilmember Gray to award Wondries Fleet Group to purchase two remaining new 2014 Chevrolet Tahoe PPV's for \$65,977.60 with quoted warranty and to award Kieffe & Sons Ford to purchase one 2016 Ford Police Interceptor AWD for \$35,770.33 with quoted warranty. Roll call vote as follows:

**AYES:** Gray, Smith, McGuire, Wood

**NAYS:** None

**ABSTAIN:** Warren

**ABSENT:** None

#### **CB 3. Fire Department Station Update: Possible Change in Work Order**

Fire Chief Armstrong provided the staff report.

Architect Bruce Keiff, Engineer John Wilson and local contractor Pepper Williams were present to provide each of their prospective on the project and answer any technical questions.

Council concerns and questions were addressed by staff.

The public spoke out in favor of making this process move forward without any more delays.

Motion by Councilmember Smith, second by Mayor Pro Tem McGuire to give City Manager

direction to see how the city can obtain the property owned by the Successor Agency and all other options that might be available and pursue the metal building with the current plan structured to that building. Roll call vote as follows:

**AYES:** Gray, Smith, Warren, McGuire, Wood

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

**NEW BUSINESS**

**NB 1. Police Department: SCE Power Installation to HWY 58 Repeater Station**

Sergeant Blanton provided the staff report.

No public comments noted.

Staff addressed the council's questions and concerns.

Motion by Mayor Wood, second by Councilmember Warren to approve funding. Authorize City Manager to sign contract after it is determined if we have to purchase and / or install the pipe. Roll call vote as follows:

**AYES:** Gray, Smith, Warren, McGuire, Wood

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

**NB 2. Police Department: 911 System Upgrade for Station Communication Center**

Police Dispatcher Michelle Jones provided the staff report.

Both the council and the public received clarification on their concerns and questions.

Motion by Mayor Wood, second by Councilmember Gray approve AT&T for this project and authorize city manager to sign agreement. Roll call vote as follows;

**AYES:** Gray, Smith, Warren, McGuire, Wood

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

**NB 3. Police Department: Purchase and Installation of Radio GPS Tracking System**

Police Chief Hurtado provided the staff report.

Chief Hurtado explained how the funding would take place, since the item referred to would be over budget.

Additional information was provided to both council and public by staff.

Motion by Mayor Wood, second by Mayor Pro Tem McGuire to approve SC Communications

to install GPS radio repeater system in the amount of \$11,548.89. Roll call vote as follows:

**AYES:** Gray, Smith, Warren, McGuire, Wood

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

### **COUNCIL AGENDA**

**Councilmember Warren** – attended Air Pollution Control Board meeting; suggested the city support electric vehicle grants

**Councilmember Smith** – requests dumpster at Desert Buttes be removed

**Mayor Wood** – attended table top exercise at EAFB; more drills to follow

### **ADJOURNMENT**

Motion by Mayor Pro Tem McGuire, second by Councilmember Warren to adjourn at 9:07 pm.

Motion Carried 5-0

Respectfully submitted by,

Denise Hilliker, City Clerk

**APPROVED BY CITY COUNCIL ON \_\_\_\_\_**

**SPECIAL MEETING  
CITY OF CALIFORNIA CITY  
CITY COUNCIL  
Tuesday, June 2, 2015  
Council Chambers, 21000 Hacienda Blvd.  
MINUTES**

**CALL TO ORDER**

Mayor Wood called the meeting to order at 5:30 pm.

**Following the Pledge of Allegiance the city clerk called the roll:**

**PRESENT:** Councilmember's, Gray, Smith, Warren, Mayor Pro Tern McGuire, Mayor Wood

**ABSENT:** None

**ADOPTION OF AGENDA**

Motion by Mayor Pro Tern McGuire, second by Councilmember Warren to adopt the Agenda, including the addendum. Motion carried.

**CITY CLERK REPORTS / LATE COMMUNICATIONS** None

**CLOSED SESSION**

**CS 1.** Public Employee Performance Evaluation (City Manager); Pursuant to Cal. Gov't Code §54957

**CS 2.** Conference with Legal Counsel - Potential Litigation; Pursuant to Cal. Gov't Code §54956.9(d)(4) (One Case)

**Addendum**

**CS 3.** Conference with Legal Counsel – Potential Litigation; Pursuant to Cal. Gov't Code §54956.9(d)(4) (one case)

Al Hutson questioned the criteria to evaluate the City Manager; believes the addendum CS 3, pertains to the Cook case.

Russell Michael called Mr. Weil a bad operator, who is not doing the city right.

DJ Twohig requested the council to listen to the audio tape of 4/21/15 wherein they gave specific instructions on how to put the Bolthouse item on the agenda for the 5/5/15 meeting. This shows that the City Manager did not follow the council's instructions.

**CLOSE SESSION ACTION**

City Attorney Bettenhausen reported that following the discussion of each item staff was given direction, but no formal action taken.

**ADJOURNMENT**

Motion by Mayor Pro Tern McGuire, second by Councilmember Gray to adjourn at 6:08 pm. Motion carried.

Respectfully submitted by,

Denise Hilliker, City Clerk

**APPROVED BY CITY COUNCIL ON \_\_\_\_\_**



**ORDINANCE NO. 15-732**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
CALIFORNIA CITY AMENDING THE ZONING REGULATIONS  
AS THEY PERTAIN TO CONDITIONALLY PERMITTED USES  
IN THE LIGHT INDUSTRIAL DISTRICT (MI)**

WHEREAS, on April 14, 2015 a public hearing was held before the California City Planning Commission, recommending certain changes be made to the City of California City Municipal Code (CCMC);

WHEREAS, following the public hearing the Planning Commission adopted Resolution 04-14-2015PC, recommending the following amendment to the CCMC:

Section 9-2.2102 be amended to add Power Generation Commercial as a conditionally permitted use in the Light Industrial District (MI).

NOW THEREFORE, THE CITY COUNCIL OF CALIFORNIA CITY DOES ORDAIN AS FOLLOWS:

SECTION 1: The proposed zone text amendment is determined to be exempt from environmental review under CEQA, pursuant to Section 15061(b)(3), Review for Exemptions – General Rule, in that it can be seen with certainty that there is no possibility for this action to have a significant effect on the environment.

SECTION 2: Section 9-2.2102 of the CCMC (Conditionally Permitted Uses) is hereby amended to add the following conditionally permitted use to the M1 Light Industrial Zoning District, under paragraph (g):

Power Generation Commercial

SECTION 3: If any section, subsection, sentence, clause or phrase or word of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of California City hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase or word not declared unconstitutional without regard to any such decision or preemptive legislation.

SECTION 4: Any provision of the California City Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such

inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after its final passage.

Approved for introduction at a regular meeting on the 20th day of July, 2015, by the following vote:

AYES: Gray, Warren, McGuire, Wood

NOES: Smith

ABSENT: None

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_th day of \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Jennifer Wood, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Denise Hilliker, City Clerk

\_\_\_\_\_  
Christian Bettenhausen, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF KERN ) ss.  
CITY OF CALIFORNIA CITY )

I, DENISE HILLIKER, City Clerk of California City, do hereby certify that the foregoing ordinance was introduced on the 20<sup>th</sup> day of July, 2015, was regularly adopted at a meeting thereof on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2015 and was published/posted pursuant to law.

\_\_\_\_\_  
Denise Hilliker, City Clerk

**ORDINANCE NO. 15-733**

**ORDINANCE OF THE CITY COUNCIL OF CALIFORNIA CITY  
AMENDING THE ZONING REGULATIONS AS THEY  
PERTAIN TO CONDITIONALLY PERMITTED USES IN THE  
SERVICE COMMERCIAL DISTRICT (C4)**

WHEREAS, on April 14, 2015 a public hearing was held before the California City Planning Commission, recommending certain changes be made to the City of California City Municipal Code (CCMC);

WHEREAS, following the public hearing the Planning Commission adopted Resolution 04-14-2015PC, recommending the following amendment to the CCMC:

Section 9-2.1802 be amended to add Vehicular Parking Facilities as a conditionally permitted use in the Service Commercial District (C4);

NOW THEREFORE, THE CITY COUNCIL OF CALIFORNIA CITY DOES ORDAIN AS FOLLOWS:

SECTION 1: The proposed zone text amendment is determined to be exempt from environmental review under CEQA, pursuant to Section 15061(b)(3), Review for Exemptions – General Rule, in that it can be seen with certainty that there is no possibility for this action to have a significant effect on the environment.

SECTION 2: Section 9-2.1802 of the CCMC (Conditionally Permitted Uses) is hereby amended to add the following conditionally permitted use to the C4 Service Commercial District, under paragraph (h):

Vehicular Parking Facility

SECTION 3: If any section, subsection, sentence, clause or phrase or word of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of California City hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase or word not declared unconstitutional without regard to any such decision or preemptive legislation.

SECTION 4: Any provision of the California City Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after its final passage.

Approved for introduction at a regular meeting on the 21<sup>st</sup> day of July 2015, by the following vote:

AYES: Gray, Warren, McGuire, Wood

NOES: Smith

ABSENT: None

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_th day of \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Jennifer Wood, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Denise Hilliker, City Clerk

\_\_\_\_\_  
Christian Bettenhausen, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF KERN ) ss.  
CITY OF CALIFORNIA CITY )

I, DENISE HILLIKER, City Clerk of California City, do hereby certify that the foregoing ordinance was introduced on the 21st day of July, 2015, was regularly adopted at a meeting thereof on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2015 and was published/posted pursuant to law.

---

Denise Hilliker, City Clerk

**ORDINANCE NO. 15-734**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
CALIFORNIA CITY AMENDING THE ZONING REGULATIONS  
TO INCLUDE COTTAGE FOOD OPERATIONS (CFO) AS A  
PERMITTED USE UNDER HOME BASED BUSINESSES**

WHEREAS, on June 9, 2015 a public hearing was held before the California City Planning Commission, recommending certain changes be made to the City of California City Municipal Code (CCMC);

WHEREAS, following the public hearing the Planning Commission adopted Resolution CFO06-09-2015PC, recommending the following amendment to the CCMC:

Section 9-2.303 be amended to add Cottage Food Operations (CFO) as a permitted use under Home Based Businesses.

NOW THEREFORE, THE CITY COUNCIL OF CALIFORNIA CITY DOES ORDAIN AS FOLLOWS:

SECTION 1: The proposed zone text amendment is determined to be exempt from environmental review under CEQA, pursuant to Section 15061(b)(3), Review for Exemptions – General Rule, in that it can be seen with certainty that there is no possibility for this action to have a significant effect on the environment.

SECTION 2: Section 9-2.303 of the CCMC (Home Based Businesses) is hereby amended to add Cottage Food Operations (CFO) as a permitted use, under paragraph (d):

Cottage Food Operations (CFO)

SECTION 3: If any section, subsection, sentence, clause or phrase or word of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of California City hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase or word not declared unconstitutional without regard to any such decision or preemptive legislation.

SECTION 4: Any provision of the California City Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such

inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after its final passage.

Approved for introduction at a regular meeting on the 18th day of August 2015, by the following vote:

AYES: Gray, Smith, Warren, McGuire, Wood

NOES: None

ABSENT: None

PASSED, APPROVED, AND ADOPTED this \_\_\_\_th day of \_\_\_\_\_, 2015, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Jennifer Wood, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Denise Hilliker, City Clerk

\_\_\_\_\_  
Christian Bettenhausen, City Attorney



STATE OF CALIFORNIA )  
COUNTY OF KERN ) ss.  
CITY OF CALIFORNIA CITY )

I, DENISE HILLIKER, City Clerk of California City, do hereby certify that the foregoing ordinance was introduced on the 18<sup>th</sup> day of August, 2015, was regularly adopted at a meeting thereof on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2015 and was published/posted pursuant to law.

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Denise Hilliker, City Clerk



Claims and JPA Management Services

Established 1954

PO Box 10, Norco CA 92860 • Phone: (951) 444-6299 • Fax: (909) 806-4043

August 31, 2015

Capital Insurance Group  
Attention: Brooke Copeland  
Via Email: [BCopeland@ciginsurance.com](mailto:BCopeland@ciginsurance.com)

RE: Our Client : City of California City  
Your Insured : **Mark Anthony Mark**  
Your Claim No. : **1463402**  
Date of Incident : 7/17/15  
Our File No. : GHC0010613

Dear Ms. Copeland:

Please be advised that we are the Claims Administrators for the City of California City. As such, we acknowledge receipt of the "Claim for Damages" you filed for alleged damage to your insured's vehicle when he struck a pothole in the roadway.

We have been conducting an investigation into the circumstances surrounding this incident. The City has found no evidence of a pothole in the travel lanes in the area of the subject accident, but rather it appears that your insured drove off the roadway onto the dirt shoulder resulting in the alleged damage to his vehicle. As there does not appear to be any negligence or legal liability on the part of the City, we must respectfully deny your subrogation claim on their behalf at this time. Should you have any evidence to the contrary, however, please provide us with this information in writing for our review and evaluation.

You will be receiving a formal Rejection Notice from the City which will outline your insured's statutory rights under the Government Code to pursue this claim.

Thank you for your cooperation in the handling of this matter.

Very truly yours,  
GEORGE HILLS COMPANY, INC.

Nancy Wayne  
Sr. Claims Adjuster  
[nancy.wayne@georgehills.com](mailto:nancy.wayne@georgehills.com)

cc: Denise Hilliker/City of California City

CC.H.

Airfield Norco Sacramento/Rancho Cordova San Bernardino San Francisco San Jose

Received

Date Received:

JUL 27 2015

Copy To: \_\_\_\_\_

By: 

CLAIM AGAINST THE CITY OF CALIFORNIA CITY  
Government Code Sections 910 and 910.4

PLEASE PRINT

Claim No.: 1463402

Claimant: Mark Anthony Mark

SS NO. \_\_\_\_\_

Mailing address: 8701 Underwood Ave.

City: California Zip: 93505

Home address: 8701 Underwood Ave.

City: California Zip: 93505

Send Notices to: Broke Copeland 800-986-9974 ext 5612 BCopeland@ciginsurance.com

Phone Numbers - Home: (760) 381-1713; Work: (760) 381-1713

Date of accident or occurrence: July 17, 2015

Location of accident or occurrence: Highway 14 Mojave exit 747 CCB, east of fastop

Describe accident or occurrence and include injury, damage, loss, indebtedness/obligation to the extent known: Insured Mark Mark impacted pothole in road causing damage to the insured's vehicle. Damaged areas include front bumper, right headlamp, right fender, right front wheel and tire, right rear wheel and tire, and front and rear suspension damage.

Give name(s) of District employee or employees causing the injury, damage, or loss, if known: \_\_\_\_\_

Amount of claim to date - actual: \$5,180.65

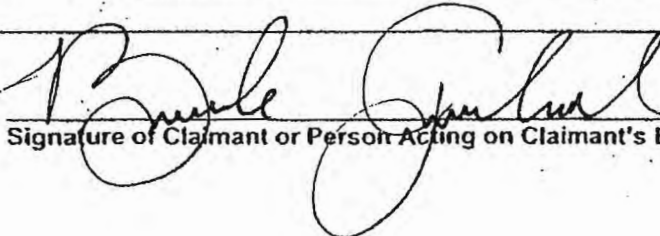
Basis of computation (3 estimates recommended): Independent Appraiser's report (attached)

Amount claimed to date - estimated: \_\_\_\_\_

Basis of computation: \_\_\_\_\_

07.27.15

Date

  
Signature of Claimant or Person Acting on Claimant's Behalf

CITY COUNCIL

MEETING DATE: SEPTEMBER 8<sup>TH</sup> 2015

TO: Mayor and Council

FROM: Fire Chief Armstrong

Subject: Fire Station contract – metal building

**Background:**

Attached is the contract for the approved Fire Station by Duro Beam. Added to the options described previously is an awning toward the rear and skylights in the Apparatus Bay (recommended by the City Engineer). Additionally the City is requesting a foundation plan be sent early, from the manufacturer. This will allow the City Engineer to develop a grading plan sooner, which will speed up the process.

Upon approval the Fire Chief will sign the contract and building will be ordered. The Fire Chief, Building Official and City Engineer have reviewed the attached contract.

**Recommendation:**

Council approves the contract and authorizes the Fire Chief to place the order for the building.

**Fiscal Impact:**

\$87,954.00 from 19-4222-750 (Fire Station Project)

*The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department*

**Environmental Impact:** unknown

Date prepared: 9/2/2015

By: Jeff Armstrong, Fire Chief

CC5.

# DuroBeam

THE BEST PRE-ENGINEERED STEEL BUILDINGS

[www.Durobuildings.com](http://www.Durobuildings.com)

*Thank you for your purchase and welcome to the DURO BEAM family!*

*Please fill out the bottom of this form and return with the following:*

**Make sure that you sign all pages of the enclosed contract:**

- Contract – Please initial the first two pages and sign the 3<sup>rd</sup> page.  
The first page of the contract has the building size and the building codes and loads information. Your second page will have any accessories included or optioned.
- Terms and conditions
- Blueprint information sheet
- Customer responsibilities
- Engineer responsibilities
- Building color chart
- Roll up door color chart [ if applicable]
- Preliminary drawings- Please sign all of the pages and make sure the doors or framed openings are in the correct location. Mark any changes on the drawings as needed.
- 

**PLEASE CHECK ONE:** ☐ APPROVAL /PERMIT HOLD ORDER

☐ PRODUCTION ORDER

We will also need to know the following information:

Customer name:	
*How soon does the building need to be delivered?	_____ 4-6 weeks      _____ 8-10 weeks
Are you required to obtain a permit from your city or county? –PLEASE CHECK ONE:	_____ CITY      _____ COUNTY
Building use:	
NOTES:	

If you have any questions do not hesitate to contact us.

\*Delivery time frame varies. We will try and accommodate delivery dates as requested.

351 South Cypress Rd Suite 100  
Pompano Beach FL 33060  
Toll Free: 1.800.445.0412 / Fax: 1.800.445.0421  
954.927.6566/ Fax: 954.927.5670  
[WWW.IBEAMBUILDINGS.NET](http://WWW.IBEAMBUILDINGS.NET)





Headquarters/Sales  
351 S Cypress Road STE 100  
Pompano Beach, FL 33060  
1.800.872.5740/1.800.872.0484 Fax

Coordinator: Nelsi M  
Date: 8/31/2015  
Quote Number: 07302015RV4

#### BUILDING SPECIFICATIONS

BUILDING TYPE:	Fully Sheeted
WIDTH:	88 FT
LENGTH:	84 FT
FSW HEIGHT:	16'6"
BSW HEIGHT:	16'6"
ROOF SLOPE:	3:12
FRAME TYPE:	Clear Span
FRAME PROFILE:	Gable
SW BAYS:	4 @ 21 FT
LEW & REW SPACING:	BEST FIT
LEW SHEETING:	Sheeted
REW SHEETING:	Sheeted
FSW SHEETING:	Sheeted
BSW SHEETING:	Sheeted

#### DESIGN LOADS AND CODES

LIVE LOAD:	20 PSF
WIND LOAD:	130 MPH
BUILDING CODE:	CBC 2013
GROUND SNOW:	5 LBS PSF
ROOF SNOW:	5 LBS PSF
OCCUPANCY:	IV ESSENTIAL
EXPOSURE:	C
COLLATERAL:	1
HIGH WIND:	YES

#### INSET BAYS

LEW: no	Sheeted
REW: no	

#### ROOF SHEETING

#### GABLE EXT.

LEW: 0'	FSW: Cable or Rod
REW: 0'	BSW: Cable o Rod

#### WALL BRACING

#### EAVE EXT.

FSW: 0'	LEW: Bearing Frame
BSW: 0'	REW: Bearing Frame

#### END FRAME TYPE

#### CUSTOMER INFORMATION

NAME:	JOE BARRAGAN
COMPANY:	City of California City
ADDRESS:	20890 HACIENDA BLVD
CITY:	CALIFORNIA CITY, CA
ZIP CODE:	93505
PHONE:	760.373.7162
CELL:	
WORK:	
FAX:	
E-MAIL:	<a href="mailto:JBARRAGAN@CALIFORNIALCITY.COM">JBARRAGAN@CALIFORNIALCITY.COM</a>
PROJECT:	
SHIP TO:	CALIFORNIA CITY, CA
COUNTY:	KERN

#### WALL DATA

GAUGE:	26
PROFILE:	PBR
COLOR:	TBD
TRIM COLOR:	TBD
F.O. Color Trim:	Standard
BASE TRIM:	No
BASE TYPE:	Angle
CONCRETE NOTCH:	Yes
FASTENERS:	Standard

#### ROOF DATA

GAUGE:	26
PROFILE:	PBR
COLOR:	TBD
TRIM COLOR:	TBD
CLOSURE PACKAGE:	Premium Package
SCULPTURED RAKE:	Included
SCULPTURED EAVE:	Included
SEALANT PACKAGE:	Premium Package
FASTENERS:	Long Life
UL 90 ROOF:	Included

#### FRAMED OPENINGS [ SHOWN IN WIDTH X HEIGHT]

LEW: [2]14X14	FSW:
REW: [2]14X14	BSW:

\*\*\*THIS QUOTE IS VALID FOR 10 DAYS ONLY AND MUST HAVE ALL PAPERWORK COMPLETED ON OR BEFORE ORDER DATE\*\*\*

Due to current steel market volatility we are not able to honor pricing beyond "order-by" dates. The current steel market is changing rapidly and we are not able to forecast when prices will stabilize. ONLY WHEN ORDER IS RELEASED FOR FABRICATION will the current/updated price be held. If the order is delayed by customer for any reason, the order is subject to re-pricing. Price of alternates will be added if checked but is not included in the proposal total. Deposit is non refundable - please check your order for accuracy and completeness.



Headquarters/Sales  
351 S Cypress Road STE 100  
Pompano Beach, FL 33060  
1.800.872.5740/1.800.872.0484 Fax

Coordinator: Nelsi M  
Date: 8/31/2015  
Quote Number: 07302015RV4

#### PARTIAL WALL ELEVATIONS

LEW OPEN TO:	
REW OPEN TO:	
FSW OPEN TO:	
BSW OPEN TO:	

#### NOTES:

OPTIONAL (Not Included Unless Indicated)	QTY.	INCLUDED (Y/N)
TRANSLUCENT ROOF PANELS	\$8.00	YES
FOUNDATION DRAWINGS		YES

ACCESSORIES INCLUDED IN PRICE	QTY.	INCLUDED (Y/N)
FRAMED OPENING JAMB FLASHING		Y
COLOR ROOF		Y
GUTTERS AND DOWNSPOUTS		Y
4040 HORIZONTAL SLIDE WINDOW [THERMAL FRAME MILL FINISH]	11	Y
3070 INSULATED WALK DOOR WITH MORTISE LEVER/PANIC HARDWARE	6	Y
R19-6" ROOF INSULATION		Y
R13 4" WALLS INSULATION		Y
4070 INSULATED WALK DOOR	4	Y
10' WIDE X 40' LONG X 16'-6" / 15'-2" SINGLE SLOPE ATTACHMENT	1	Y
ROOF ONLY		

#### STANDARD SECONDARY FRAMING MEMBER DETAILS [MAY VARY DEPENDING ON BUILDING DESIGN]

FSW:	Bypass	TYPE:	Zee	SIZE:	8"	COLOR:	Red Oxide
BSW:	Bypass	TYPE:	Zee	SIZE:	8"	COLOR:	Red Oxide
LEW:	Flush	TYPE:	Zee	SIZE:	8"	COLOR:	Red Oxide
REW:	Flush	TYPE:	Zee	SIZE:	8"	COLOR:	Red Oxide
ROOF:	Bypass	TYPE:	Heavy Zee	SIZE:	8"	COLOR:	Red Oxide
FRAMING:	I-Beam	TYPE:	Built-Up (Welded Sections)			COLOR:	Red Oxide

\*\*\*THIS QUOTE IS VALID FOR 10 DAYS ONLY AND MUST HAVE ALL PAPERWORK COMPLETED ON OR BEFORE ORDER DATE\*\*\*

Due to current steel market volatility we are not able to honor pricing beyond "order-by" dates. The current steel market is changing rapidly and we are not able to forecast when prices will stabilize. ONLY WHEN ORDER IS RELEASED FOR FABRICATION will the current/updated price be held. If the order is delayed by customer for any reason, the order is subject to re-pricing. Price of alternates will be added if checked but is not included in the proposal total. Deposit is non refundable - please check your order for accuracy and completeness.





Headquarters/Sales  
351 S Cypress Road STE 100  
Pompano Beach, FL 33060  
1.800.872.5740/1.800.872.0484 Fax

Coordinator: Nelsi M  
Date: 8/31/2015  
Quote Number: 07302015RV4

#### ORDER INFORMATION

DRAWING TYPE:	N.A.
DRAWING SETS:	3 SETS OF STAMPED PLANS
DESIGN CALCS:	2 SETS OF DESIGN CALCULATIONS
CONCRETE DESIGN:	NO. (If YES full slab only - no open floor)
DETAIL PLANS:	Included as Standard

#### STANDARD DEFLECTION LIMITS

EW Columns/Rafters: 120/180L:120W
Wall Girts: 90
Roof Purlins: 180L/120W
Roof Panel: 90L:90W
Rigid Frame (H): 60
Rigid Frame (V): 180

#### SPECIAL SHIPPING NOTES:

PERMIT HOLD ORDER- BLUEPRINTS AND FOUNDATION DRAWINGS ONLY. FABRICATION OF THE BUILDING WILL NOT BEGIN UNTIL CUSTOMER NOTIFIES DURO BEAM IN WRITING THAT THE ORDER HAS TO BE RELEASED. PLEASE NOTE THAT DUE TO THE PRICE OF STEEL PERMIT ORDERS ARE NOT PROTECTED FROM ANY STEEL INCREASES

**WE PROPOSE TO FURNISH THE FOLLOWING MATERIALS COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS AND GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE SUM OF:**

BUILDING PRICE -PRICE DELIVERED:	\$	87,954.00
TOTAL BUILDING COST:	\$	87,954.00
BUILDING DEPOSIT:	\$	21,988.50
BALANCE DUE AT DELIVERY:	\$	65,965.50

#### BALANCE DUE PRIOR TO UNLOADING BY CERTIFIED CHECK ONLY.

The Buyer agrees to pay the total balance of the purchase price by certified check upon delivery of the merchandise and acknowledges receipt of a complete copy of this purchase order. Building may be subject to state sales tax depending on the location of sale. (Under no circumstances is cash to be paid to the driver for balances owed on building. The Seller assumes no responsibility if cash is paid to the driver for balances on building.) This purchase order by the Buyer above named to the Seller shall constitute an agreement binding upon Seller only when accepted in writing by Seller's authorized officer. The representative of the Seller preparing this purchase order is not an officer of the Seller and not authorized to accept this order of the Buyer. Upon receipt of this order at the home office of the Seller, if the order is accepted, the Acceptance copy hereto will be returned to the Buyer, duly signed by an officer of the Seller, or if not accepted by the Seller, the deposit above shall be returned to the Buyer.

Upon acceptance the Buyer shall not be entitled to a refund of the whole or any part of the deposit tendered to the representative of the Seller. No verbal conditions, agreements, representations or warranties shall be enforceable against the Seller. It is the customer's responsibility to unload the building and pay driver balance due by cashiers check before unloading.

Buyer hereby acknowledges receipt of a completed copy of this Agreement and agrees to all of the terms herein contained.

#### NOTE: IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY THE LOADS & CODES WITH YOUR LOCAL OFFICIALS.

Agreed to this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_

Customer Signature

X

Printed Name

By signing above hereby state I have confirmed all codes with my local building department and I accept full responsibility for the accuracy if the codes and loads as stated.

**X Nelsi Maldonado**

DUROBEAM Representative

CONTRACT ACCEPTED AND ENTERED INTO

THIS \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_

X

Project Coordinator

\*\*\*THIS QUOTE IS VALID FOR 10 DAYS ONLY AND MUST HAVE ALL PAPERWORK COMPLETED ON OR BEFORE ORDER DATE\*\*\*

Due to current steel market volatility we are not able to honor pricing beyond "order-by" dates. The current steel market is changing rapidly and we are not able to forecast when prices will stabilize. ONLY WHEN ORDER IS RELEASED FOR FABRICATION will the current/updated price be held. If the order is delayed by customer for any reason, the order is subject to re-pricing. Price of alternates will be added if checked but is not included in the proposal total. Deposit is non refundable - please check your order for accuracy and completeness.



## GENERAL CONDITIONS OF CONTRACT

**1.0 DEFINITIONS:** The following definitions shall apply to this Contract: **"SELLER"** Means DURO BEAM, **"BUYER"** - Means the person or entity represented by the authorized signature on the acceptance page of the Contract. **"BUYER GROUP"** - Means BUYER, any party claiming an ownership interest in the Building and its and their respective parents, subsidiaries and affiliated companies and its and all of their respective officers, directors, employees, agents, assigns, representatives, invitees, contractors, subcontractors and the subrogees of said parties. **"Building"** - Means the custom designed Metal Building(s) covered by and supplied under this Contract. **"Contract"** - Means the contract between BUYER and SELLER in which SELLER agrees only to design, fabricate and deliver materials for a Building to BUYER for the agreed upon Price. Seller's invoices and bills of landings shall supersede and take precedence over any Buyer's terms and conditions that may be contained on any such forms. **"Drawings"** - Means all approval, permit and/or construction drawings, all anchor bolt plans, design calculations and other specifications provided by SELLER with reference to the Building. **"Scheduling Notice"** - Means the written notification of approximate fabrication and shipment dates provided by SELLER to BUYER before fabrication of the Building. **"MBMA"**: Metal Building Manufacturers Association, 1300 Sumner Ave., Cleveland, Ohio 44115-2851. **"Products Manual"** - Means the document containing SELLER's Standard Products and Specifications. **"Additional Fees"** - Means sales taxes, ad valorem taxes, HST, GST, VAT or any other taxes, insurance, transportation charges, storage charges, building permit costs, performance bonds, bid bonds, payment bonds or change orders.

**2.0 PRICE:** The Price payable by BUYER shall be as set forth on the pricing and acceptance portion of this Contract. Unless otherwise noted on the Contract, the Price does not include any Additional Fees. In the event that SELLER becomes liable for any Additional Fees concerning this Contract, then BUYER agrees to either (i) directly pay such Additional Fees, or (ii) reimburse SELLER for the cost of such Additional Fees.

**3.0 TAXES:** The Customer is responsible for paying any and all taxes that may be imposed on this contract by any and all taxing authorities. When invoicing this Contract, DB will use all available information in an attempt to charge the appropriate tax in effect on shipment date, as required by the various states. However, should a subsequent state tax audit reveal a different tax amount is due on this contract, the Customer agrees to be responsible for paying any tax deficiency.

**4.0 PAYMENT/CREDIT TERMS:** All amounts due SELLER under this Contract shall be due and payable in United States dollars to DB, without offset or withholding of any kind. Payment in cash for contract value of material and additional fees shall be due and payable upon each shipment, or if shipment is delayed at request of BUYER, upon offer to make shipment. In the event that Credit Terms apply to the payment of the Price for this Contract, such Credit Terms shall be determined by SELLER's Credit Department. Payment terms shall be stated on the face of the invoice. If BUYER fails to make payment in accordance with terms of the Contract, the unpaid balance will be subject to a finance charge of the maximum legal non-usurious rate applied to such unpaid balances. Further, SELLER reserves the absolute right to discontinue further shipment of the Building to BUYER under this Contract, or any other contract between BUYER and SELLER until payment is made or until SELLER receives adequate assurances of performance from BUYER acceptable to SELLER. In the event SELLER pursues its legal remedies to collect amounts due and owing under this Contract, SELLER shall be entitled to recover any and all costs associated with such legal remedies from BUYER, including, but not limited to, its attorney's fees. SELLER reserves the right to divide the deliverables under this Contract into separate shipments and to invoice for such shipments to BUYER separately, in which case each shipment shall be deemed a separate Contract subject to the terms and conditions set forth herein and payment thereof shall be due in accordance with terms and conditions of this Contract. There shall be no retainages, withholdings or deductions by BUYER.

**5.0 PRICE ESCALATION:** If fabrication of the Building is delayed at the request of the BUYER for a continuous period of ten (10) calendar days or more, the Building shall be subject to re-pricing by SELLER to reflect any increases along with reasonable and normal profit margins on such increases, all of which BUYER agrees to pay.

**6.0 FABRICATION AND SHIPMENT:** Unless otherwise stated elsewhere herein, the Building shall be delivered to BUYER ex works from SELLER's designated manufacturing facility. BUYER shall be responsible for costs and expense of transportation as indicated in the contract and subject to the terms herein. Risk of loss or damage shall pass to BUYER upon commencement of loading onto BUYER's transportation vehicle and BUYER shall protect, defend, indemnify and hold SELLER harmless from and against any loss or damage to the Building REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE) OF ANY MEMBER OF SELLER GROUP OR ANY OTHER FAULT ATTRIBUTABLE TO ANY MEMBER OF SELLER GROUP, INCLUDING STRICT LIABILITY. IN THE EVENT OF ACCIDENTAL DAMAGE TO BUYERS MATERIALS DUE TO INCIDENTS BEYOND OUR CONTROL (SUCH AS TRANSPORT VEHICLE ACCIDENTS OR DAMAGED PARTS IN SHIPPING ETC.) EVERY REASONABLE EFFORT WILL BE MADE BY DB TO RE-PRODUCE BUYERS MATERIAL IN A REASONABLE TIME FRAME AS TO NOT CAUSE DELAY IN BUYERS PROJECT. HOWEVER, DB SHALL NOT BE RESPONSIBLE FOR DELAYS DUE TO THINGS BEYOND OUR CONTROL AND BUYER WAIVES ANY DAMAGES DUE TO TIME LOSS. ANY DAMAGES TO MATERIALS ARE THE RESPONSIBILITY OF BUYER AND BUYERS TRANSPORT CARRIER. ALL CARRIERS USED BY DB AND ITS VENDORS ARE FULLY INSURED AND BONDED. BUYER must accept delivery of the Building when tendered by SELLER and all demurrage, standby, off-loading or other costs associated with any delay in accepting delivery of the Building shall be borne by BUYER. SELLER shall use reasonable efforts to accommodate BUYER's requested shipping dates, but shall not be bound by those dates thereby. Fabrication and shipping dates specified in SELLER's "Scheduling Notice" are approximate in nature. SELLER shall not be responsible for delayed direct shipment of materials by third party suppliers. If shipment of the Building is delayed at BUYER's request then BUYER shall be responsible for all costs associated with the storage of the Building and for any necessary rework performed to the Building due to wear and tear while in storage and BUYER will be invoiced at the originally scheduled shipping date.

**7.0 BUILDING WARRANTIES:** SELLER warrants to BUYER that the Building will be consistent with SELLER's current design and specifications, unless otherwise noted, and will conform, within customary industry tolerances, to MBMA Standards, as modified by the standards and specifications contained in the SELLER's Product Manual, and will be and remain free of defects in workmanship for a period of one (1) year from the date of Building shipment. With respect to equipment, materials or other products purchased from third parties, SELLER's warranty obligations are expressly limited to the assignment to BUYER of all warranties and guarantees received from the manufacturers and suppliers of equipment, materials or other products. **THE WARRANTIES SET FORTH IN THIS CLAUSE 7.0 SUPERSEDES AND ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY BUYER WITH RESPECT TO THE BUILDING AND ALL EQUIPMENT, MATERIALS OR OTHER PRODUCTS.** SELLER shall extend to BUYER those additional or other warranties for exterior sloped roof panels or vertical wall panels, or roof weather tightness warranties as specified in the External Paneling section of this Contract, if any. If BUYER has requested such additional warranties, the terms, conditions and limitations thereof shall be as expressly stated in the Warranty Certificates issued by SELLER with respect thereto. **NO ADDITIONAL OR OTHER WARRANTIES SHALL BECOME EFFECTIVE OR BIND SELLER UNLESS AND UNTIL FULL PAYMENT FOR THE BUILDING AND/OR ANY WARRANTY FEE (S) PAYABLE WITH RESPECT THERETO SHALL HAVE BEEN RECEIVED BY SELLER.** BUYER shall present all warranty claims in writing, within one (1) year of the date of SELLER's delivery of the Building to BUYER. BUYER shall afford SELLER jobsite access to and a reasonable opportunity to inspect all alleged defects. SELLER will, at its option, either furnish replacement Building materials ex works, or without replacement, render a reasonable credit for any portion of the Building or its materials that prove to be defective. SELLER shall have no obligation to remove or dismantle defective Building materials or to erect or install replacement Building materials. **THIS SHALL BE THE SOLE AND EXCLUSIVE OBLIGATION OF SELLER WITH RESPECT TO THE BUILDING COVERED BY THIS CONTRACT, AND BUYER SHALL BE ENTITLED TO NO OTHER OR ADDITIONAL REMEDIES.** SELLER reserves the right and may, without notice, change or modify the design and/or construction of the Building without liability or obligation to furnish or install such changes or modifications on the Building sold to BUYER under this Contract. Damages or misfits caused by outside sources, improper installation, improper storage or handling, misuse or abuse, lack of proper maintenance, or normal wear and tear is not covered under this warranty. The warranties made herein are transferable and/or assignable exclusively to the original end user of the building and are not transferable or assignable thereafter.

**8.0 DESIGN WARRANTIES:** SELLER warrants to BUYER that the design of the Building will conform to generally accepted steel building design and shall comply with the requirements and standards of the Code specified in the "Building, Design Data" section of this Contract. SELLER makes no warranty and hereby disclaims any responsibility with respect to the design, engineering or construction of (i) any portion of the project to be provided by third parties and (ii) of the foundation (including the design of anchor bolt embedment in the foundation) upon which the Building is erected by BUYER or third parties.

**9.0 ERECTION AND CONSTRUCTION DRAWINGS:** SELLER shall furnish to BUYER certain Construction Drawings (excluding shop drawings) reasonably necessary for the erection of the Building by competent and experienced workmen, but makes no other warranty, whether expressed or implied, with respect thereof SELLER reserves the right to change or modify the design and construction of the Building and to substitute material equal to or superior to that originally specified per Products Manual. Construction Drawings are not intended to specify any particular method or sequence of erection to be followed by BUYER or that BUYER may engage for that purpose. BUYER is and shall remain solely responsible for the safety and appropriateness of all techniques, methods and procedures utilized in the erection of the Building as well as the completeness and appropriateness of the Construction Drawings as approved by BUYER. SELLER makes no warranty or guarantee and hereby disclaims any responsibility with respect to the integrity of the erection of the Building by the BUYER or third parties. In the event of any conflict between the Contract and SELLER's Construction Drawings, SELLER's construction drawings shall govern over the Contract. Claims for correction of alleged errors and misfits (as such term is defined in the MBMA Standards) shall be covered by SELLER's standard Building Warranties, as set forth in this Contract. Claims for correction of errors and misfits shall not be allowed unless BUYER has given SELLER timely written notice of such claims and afforded SELLER reasonable time and jobsite access to inspect the alleged misfits. Ordinary inaccuracies in fabrication and shop work, within customary industry tolerances, shall not be considered misfits. This Contract does not include any material or labor in connection with foundations, concrete, setting of anchor bolts, grouting under columns or around bottom of wall sheets, electrical installations, plumbing, painting, heating, masonry, interior finish, partitions, step flashing to existing buildings, valley gutter downspouts or drains or any other materials other than metal building materials unless specifically provided for in the Contract.

**10.0 CHANGES:** Requests for additions, deletions or revisions to the materials covered by this Contract must be presented to SELLER by written Change Order. SELLER shall review all written Change Order requests submitted to it and deliver to BUYER a written Change Order reflecting the additions, deletions or other revisions requested by the BUYER and specifying the price adjustment, if any, to be made by SELLER in connection therewith. No Change Order request submitted to SELLER shall become a part of this Contract or obligate SELLER in any fashion unless and until SELLER issues a Change Order with respect thereto, executed by the BUYER, and has been returned to SELLER. Minimum change order cost: Pre-Release to production-\$250.00; Post -Release to production=\$500.00; plus additional engineering & design time at the rate of \$110 per hour, plus additional drafting at the rate of \$75 per hour; and all other cost incurred. SELLER will not be responsible for any delay in fabrication or shipment caused by Change Orders made at a point in time whereby the completion of the Change Order would cause a delay in the completion of fabrication of the Building.

**11.0 SHORTAGES / DAMAGES:** SELLER shall not be liable for any shortage of Building materials unless notified by BUYER in writing within THIRTY (30) calendar days after delivery of material to the jobsite. SELLER shall not be responsible for loss or damages to materials after delivery to the jobsite.

**12.0 CANCELLATION / TERMINATION BY DEFAULT:** BUYER's Termination. Prior to fabrication of the Building covered by this Contract, BUYER may cancel this Contract upon written notice to SELLER no less than (3) days prior to cancellation date and upon the payment of SELLER's cancellation charges which shall include but are not limited to, SELLER's engineering cost and expenses for the design of the Building and the preparation of drawings as well as all other costs incurred but unpaid at the time of termination by BUYER. BUYER may not cancel this Contract once fabrication has begun without making payment to SELLER of all damages suffered by SELLER. In no event will the amount payable by BUYER in connection with the same be less than \$2,500 SELLER's Termination. If BUYER shall fail to make any payment when due and owing; or if BUYER shall commit a material or anticipatory breach of any of the provisions of this Contract and such breach shall not be corrected or corrective action commenced within Three (3) calendar days after the alleged breach; or if BUYER shall become insolvent, enter voluntary or involuntary bankruptcy or receivership, SELLER shall have the right (without prejudice to any other rights or remedies it may have hereunder or by operation of law) to terminate this Contract and to seek all remedies available. Survival of Clauses. Not with standing anything to the contrary contained elsewhere herein, the provisions of Clauses 6.0, 10.0, 12.0, 13.0, 14.0, 15.0, 16.0 and 19.0 shall survive the termination, cancellation or early expiration of this Contract. If BUYER fails or refuses to take delivery on the specified date and time SELLER shall

invoice Buyer for the full agreement price of the Metal Building System or for that portion of the Metal Building System that is ready for delivery. Further, BUYER shall reimburse seller for the cost of storing such materials and transporting the materials to a storage facility and will assume the risk of any and all damages or deterioration to the materials while in storage. If because of default of BUYER (including any failure or refusal by BUYER to take delivery), any shipment must be delivered and returned to SELLER, BUYER shall pay all demurrage, transportation and other cost incurred as a result thereof. If BUYER delays the detailing, design, fabrication and/or delivery or otherwise delays this Purchase Order in any fashion, the purchase price may be adjusted by SELLER, in its sole discretion, to reflect any price increase(s) on steel, storage, fabrication and fuel surcharges.

**13.0 FORCE MAJEURE / Delays:** SELLER shall not be liable to BUYER or to any third parties for whose use the Building is intended for any penalties, damages (whether liquidated or unliquidated), claims or any other losses occasioned by SELLER's failure to make delivery of the Building or for any delay in making delivery of the Building when such failure or delay results from causes or events beyond SELLER's reasonable control, including, but not limited to, fires, floods, storms, casualty losses, accidents, or other acts of God, stress, labor disputes or difficulties, acts or requirements of government or civil authority, riot, war, embargo, truck or car shortage or any other transportation delay or difficulty or inability to obtain or scarcity of labor or raw materials or delayed direct shipment of materials by third parties or approval drawings, which are not timely, returned by BUYER or architect. In the event of any delay caused by any cause or event, the delivery date(s) shall be postponed for a period of time equal to the time required to remedy, correct or alleviate such cause or event.

**14.0 APPLICABLE LAW AND DISPUTE RESOLUTION:** (a) THE LAWS OF THE STATE OF FLORIDA SHALL CONTROL THE VALIDITY, CONSTRUCTION AND INTERPRETATION OF THIS CONTRACT EXCLUDING ANY CONFLICTS OF LAWS PRINCIPLES WHICH WOULD DIRECT THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION TO APPLY. This agreement has been entered into and is to be performed in the County of BROWARD, STATE OF FLORIDA and any legal action or claim brought hereunder shall be brought in any Justice, County, State or Federal District Court in BROWARD County FLORIDA at the option of and in the sole discretion of SELLER. BUYER agrees to waive any claim that personal jurisdiction is improper and agrees to stipulate that venue is proper in BROWARD County FLORIDA. BUYER irrevocably waives any right to transfer any action brought in a Court in BROWARD County FL. At SELLER's sole and exclusive option, all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Contract shall be decided by arbitration utilizing a single arbitrator in accordance with the Construction Industry Rules of the American Arbitration Association. The arbitration shall be held in BROWARD COUNTY FL. The decision of the arbitrator shall be final, binding and enforceable in any court of competent jurisdiction and the Parties agree that there shall be no appeal from the arbitrator's decision. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. The right to arbitrate shall survive the termination of the agreement. Except for the exchange of relevant, material and non-privileged documents between the Parties and a reasonable number of depositions, there shall be no interrogatories or other discovery in any arbitration hereunder. The Parties acknowledge and agree that this agreement includes activities in Interstate Commerce and that the Federal Arbitration Act, 9 U.S.C. "1 et seq shall control and apply to any arbitration conducted hereunder, notwithstanding any state law provisions to the contrary. If so requested by SELLER, BUYER agrees to be joined as a party and to participate in any arbitration or court proceedings related to the Building to which SELLER shall be made a party.

**15.0 LEGAL CONSTRUCTION:** (a) The terms and conditions of this Contract shall exist concurrently and cumulative with the terms and conditions of SELLER's Credit Application, credit documents and, where applicable, with SELLER's Builder Agreement. Additionally incorporate into and made a part of this Contract are the Drawings, the Standard Industry Specifications and Practices as published by the MBMA and all Standards and Specifications shown in SELLER's Products Manual. In the event of any conflict between any of these documents, the order of priority shall be as follows; the Drawings, this Contract, SELLER's Credit Application, SELLER's Products Manual, and then the Standard Industry Specifications and Practices as published by the MBMA. (b) As used in this Contract the Masculine, Feminine, or Neuter gender, and the Singular or Plural number shall each be deemed to include the other whenever the Contract so indicates. (c) In the performance of its work under the Contract, SELLER's status shall be that of an independent contractor and the relationship of the Parties shall in no event be construed or interpreted as being that of principal and agent, master and servant, or employer and employee, and the employees of each Party shall not be deemed to be employees of the other Party for any purpose. (d) Neither Party to this Contract shall assign, transfer or sublet the Contract, any portion thereof or any of the obligations, benefits or interests contained therein or created thereby in any manner whatsoever without prior written consent of the other Party. (e) This Contract is the entire agreement between the Parties and supercedes all prior agreements, promises, correspondence, discussions, representations and understandings, except those expressly set forth herein. No other agreements, promises, correspondence, discussions, representations or understandings, either express or implied, unless expressly set forth herein, are binding between the Parties. (f) Except as specifically provided for elsewhere in this Contract, this Contract shall not be construed to confer any benefit on any third party not a Party nor shall it provide any rights to such third party to enforce its provisions. (g) No benefit or right accruing to either Party under this Contract shall be waived unless the waiver is reduced to writing and signed by both Parties. The failure of either Party to exercise any of its rights under this Contract shall in no way constitute a waiver of those rights, nor shall such failure excuse the other Party from any of its obligations under this Contract. (h) This Contract shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and permitted

assigns. (i) Each and every covenant and agreement contained in this Contract is, and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Contract or the application thereof to any Party or circumstances shall to any extent be declared invalid and/or unenforceable by any court of competent jurisdiction or arbitration tribunal, the remainder of this Contract, or the application of such term or provision to Parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. (j) The captions used in this Contract are for convenience only and shall in no way define limit, or describe the scope or intent of this Contract or any part thereof.

**18.0 LIMITATION OF LIABILITY:** Notwithstanding anything to the contrary contained elsewhere in the Contract, SELLER's aggregate liability to BUYER, whether such liability arises under this Contract, at law or in equity shall be limited to twenty five percent (25.0%) of the Price above which amount BUYER waives all claims and agrees to forever release SELLER and REGARDLESS OF WHETHER CAUSED OR BROUGHT ABOUT BY SELLER GROUP's NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT OR CONCURRENT NEGLIGENCE) OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING STRICT LIABILITY, AND INCLUDING PRE-EXISTING CONDITIONS.

**19.0 REPRESENTATIONS AND WARRANTIES:** SELLER and BUYER agree that this Contract constitutes a legal, valid and binding obligation for each Party, enforceable against such Party in accordance with its terms, subject always to applicable bankruptcy, insolvency, receivership and other similar laws relating to or affecting the enforcement of creditor's rights generally and to general principles of equity. Further, BUYER and SELLER warrant and represent the following to each other; that each (i) is duly formed and organized and validly existing under the laws of the jurisdiction of its formation, (ii) has all necessary corporate or similar power and authority to execute and deliver this Contract and to consummate the transactions contemplated hereby; and that this Contract, its execution and the fulfillment and compliance with the terms and conditions hereof, do not violate or conflict with any provision of or result in any breach of or default under any (i) organizational documents of each Party, (ii) law or judicial, award, or similar decree, or (iii) agreement, to which SELLER or BUYER are bound.

**20.0 CHANGES IN LAW:** The Contract is based on the laws and regulations existing at the date of execution. BUYER agrees to reimburse SELLER for all documented costs associated with any changes in the applicable law, regulations or the administration of either which occurs after the date of execution of this Contract and which has a material and demonstrable adverse impact on SELLER.

**21.0 SUPERSEDING DOCUMENT:** If any of the terms and conditions of BUYER's purchase order or other confirmation document associated with the acquisition of the Building are additional to, vary or are different from any of the terms and conditions of this Contract, then the terms and conditions of this Contract shall control and BUYER irrevocably and unconditionally waives any additional and different terms and conditions not included in this Contract.

**22.0 FREIGHT:** The freight charges shown on contract documents reflect amounts applicable as of the Contract date, including any fuel surcharges currently being imposed by the various freight lines. The current unstable conditions in the energy (fuel) sector of the economy make it impossible to project the amount of future fuel surcharges. The Customer therefore agrees to be responsible for paying any increase in fuel surcharge above that included in the freight amount as shown in this Contract. This project includes erection/construction plans. DB will use erection/construction plans for reference only and not as a design guide. DB take exception to all details and specifications unless expressly stated on the DB contract. DB price includes only those items listed on the DB contract. Specifically, this project will be fabricated in accordance with DB standard procedures and specifications.

**Duro Steel's scope of work contains certain exclusions, including but not limited to:**

(1) Anchor Rods (2) Anchor Rod embedment design (3) All other items not specifically listed in this contract

Payment: COD with Down Payment Open Terms Cash in Advance

QUOTATION AND CONTRACT ARE SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT AS OUTLINED ABOVE, RESPECTFULLY SUBMITTED BY, DURO BEAM. THIS PROJECT IS BEING QUOTED USING DB STANDARD SPECIFICATIONS UNLESS NOTED OTHERWISE. ACCEPTED BY BUYER AND CONTRACT APPROVED. BY SUBMITTING THE QUOTE FORM AND CONTRACT DOCUMENTS, I HEREBY AGREE AND ACCEPT ALL TERMS AND CONDITIONS OF SALE.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Ship To Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Cell #: \_\_\_\_\_



THE BEST PRE-ENGINEERED STEEL BUILDINGS

**Headquarters / Sales**

351 South Cypress Road Suite 100 Pompano Beach FL 33060

1.800.445.0412 / 954.927.6566 / 1.800.445.0421 – Fax

[www.durobuildings.com](http://www.durobuildings.com)

**BLUEPRINT INFORMATION**

**PROJECT NAME:** \_\_\_\_\_  
[Business or Personal name]

**BUILDING DELIVERY ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_

**ADDRESS TO DELIVER THE BLUEPRINTS:**

*[Must be a physical address where FedEx, DHL or UPS can deliver]*

\_\_\_\_\_  
\_\_\_\_\_

**CONTACT INFORMATION** *[We must have at least two contact numbers]*

NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

CONTACT PERSON FOR BUILDING DELIVERY: **NAME** \_\_\_\_\_ **NUMBER:** \_\_\_\_\_

**NUMBER:** \_\_\_\_\_

**CUSTOMER SIGNATURE:** \_\_\_\_\_

*[Sign to verify that all the information you are providing is correct]*



# DuroBeam

THE BEST PRE-ENGINEERED STEEL BUILDINGS

351 South Cypress Rd Suite 100  
Pompano Beach FL 33060  
Toll Free: 1.800.445.0412 / Fax: 1.800.445.0421  
954.927.6566 / Fax: 954.927.5670  
[www.Durobuildings.com](http://www.Durobuildings.com)

## SIG 200 COLOR CHART



HAWAIIAN BLUE\*  
SR .32 SRI 35



CRIMSON RED\*  
SR .33 SRI 36



FERN GREEN\*  
SR .27 SRI 27



BURNISHED SLATE\*  
SR .28 SRI 29



ASH GRAY\*  
SR .47 SRI 55



SADDLE TAN\*  
SR .48 SRI 55



DESERT SAND\*  
SR .42 SRI 48



KOKO BROWN\*  
SR .28 SRI 29



CHARCOAL GRAY\*  
SR .27 SRI 27



POLAR WHITE\*†  
SR .58 SRI 69



RUSTIC RED\*  
SR .36 SRI 39



LIGHT STONE\*  
SR .50 SRI 58



COBALT BLUE\*  
SR .28 SRI 27



SOLAR WHITE\*\*  
SR .74 SRI 91



GALVALUME

ROOF COLOR: GALVALUME

WALL COLOR: \_\_\_\_\_

RAKE, EAVE TRIM AND GUTTERS\* [\*IF APPLICABLE]: \_\_\_\_\_

JAMB / HEADER TRIM, CORNER TRIM, SOFFIT TRIM\* AND DOWNSPOUTS\* [\*IF APPLICABLE]: \_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Standard roof color is galvalume. Final color selection should be made from actual color chips.

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954.927.6566 / Fax: 954.927.5670

[www.Durobuildings.com](http://www.Durobuildings.com)

## Standard Colors

SILICONIZED  
POLYESTER

- Final color selection should be made from actual color chips.
- For the most current information available, visit our website at [www.cbci.com](http://www.cbci.com).
- All colors have a 40-year film integrity limited warranty. Polar White and High Gloss White do not have a chalk and fade warranty.
- Polar White is a Straight Polyester.

POLAR WHITE

HIGH GLOSS WHITE

GALLERY BLUE

RUSTIC RED



IVY GREEN



FERN GREEN



HAWAIIAN BLUE



LIGHT STONE



BURNISHED SLATE



SADDLE TAN



SILHOUETTE GRAY



EVERGREEN



COCOA BROWN



CRIMSON RED



SUNSET ORANGE

\* Final color selection should be made from actual color chips.

PLEASE NOTE THAT ALL OF THE WALK DOORS ARE WHITE

WILL ALL THE ROLL UP DOORS BE THE SAME COLOR: YES ☐ NO ☐

ROLL UP DOOR COLOR: \_\_\_\_\_

CUSTOMER NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



# DuroBeam

THE BEST PRE-ENGINEERED STEEL BUILDINGS

351 South Cypress Rd Suite 100  
Pompano Beach FL 33060  
1.800.445.0412 / 954.927.6566 / 1.800.445.0421 – Fax  
[www.durobuildings.com](http://www.durobuildings.com)

## **Engineering, permits and our responsibilities.**

We offer engineer stamped building plans. These plans are our standard plans and include member sizing and anchor bolt reactions. We can provide a set of design calculations for an additional fee. This fee is for our standard calculations, and does not include connection specifications or special requirements by some Cities/Counties. In some cases we can provide foundation plans. Our stamped engineered plans are from a licensed engineer in the State the building is delivered / installed.

Our fee for stamped engineered plans does not include, nor obligate us to include any additional information, reports, and/or certifications for various counties that have more stringent permitting requirements. This additional information may include, but is not limited to the following:

Soil test reports  
Soils Analysis  
Frame Details  
Fabrication Certifications  
Shop Drawings  
Foundation Design Calculations

We may provide this information at an additional fee and/or rate to be determined by us on a case by case, basis; however, we are not obligated to provide these services. As the customer you are responsible for verifying the codes and requirements in your area for the permitting process prior to purchasing. We are not responsible for obtaining or assisting in the procurement of your permit. We are not responsible for modifications of any kind to plans, materials or otherwise. If your plans or calculations require additional information, additions, extra notes, weld information, clarification or anything else not provided on the standard set of drawings we are not responsible for the production of these documents. We will provide only our standard engineering package and the information provided to you will be considered "standard" and any modifications beyond this shall be the responsibility of you, the customer. Furthermore, we are not liable for any code revisions that occur during the purchasing process. If your job is on "permit-hold" and a code change occurs, you are responsible for any changes, charges or revisions.

**Customer Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

# DuroBeam

THE BEST PRE-ENGINEERED STEEL BUILDINGS

351 South Cypress Road Pompano Beach FL 33060  
Toll Free Number: 1.800.445.0412 / Toll Free Fax: 1.800.445.0421  
[www.Durobuildings.com](http://www.Durobuildings.com)

## **CUSTOMER RESPONSIBILITIES:**

As your building supplier we want your project to go as smoothly as possible. Outlined below are some key items that need to be considered prior to taking delivery of your new building.

### **As the purchaser you are responsible for:**

1. Getting your own building permit and any survey/certificate of building elevation
2. Verifying required building codes and loads with your local code department and or building officials.
3. The customer is responsible for any and all revisions including a revision fee (to be determined by the engineers at the time of revision)
4. Unloading your new building and providing required lift equipment. There is a two hour limit for unloading. After that you are responsible for any charges from the freight company.
5. Providing a Cashier's Check for the balance of the building. Our bonded carriers will not un-strap the load until the order is paid in full with a bank check or certified funds.
6. Checking off all material shipped within 10 days of delivery. After 10 days we are no longer responsible for damaged or missing pieces.

### **Additionally, please read and acknowledge the following:**

- You will receive a ship notice with the actual delivery date. Any other dates received prior to that date are only tentative.
- All roll up doors are standard white, unless noted otherwise. All walk doors [3070, 4070 & 6070] are white.
- There will be no deliveries made on Saturday or Sunday. All deliveries will be scheduled during the week.

Signature: \_\_\_\_\_

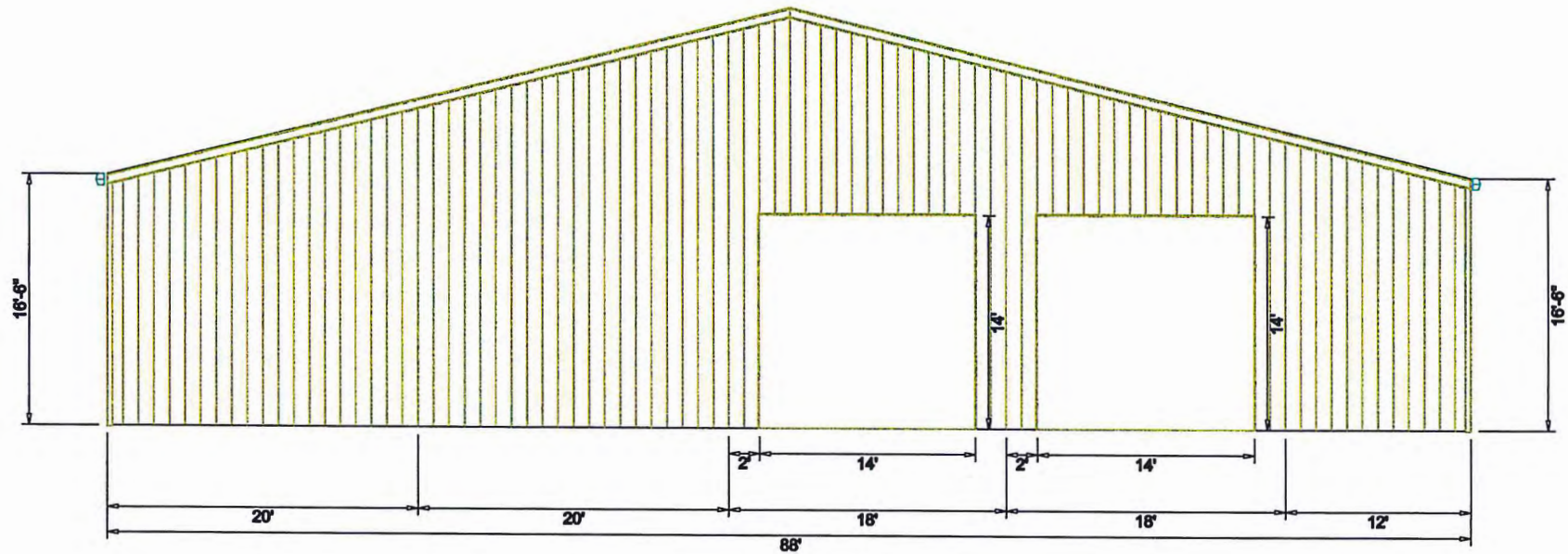
Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

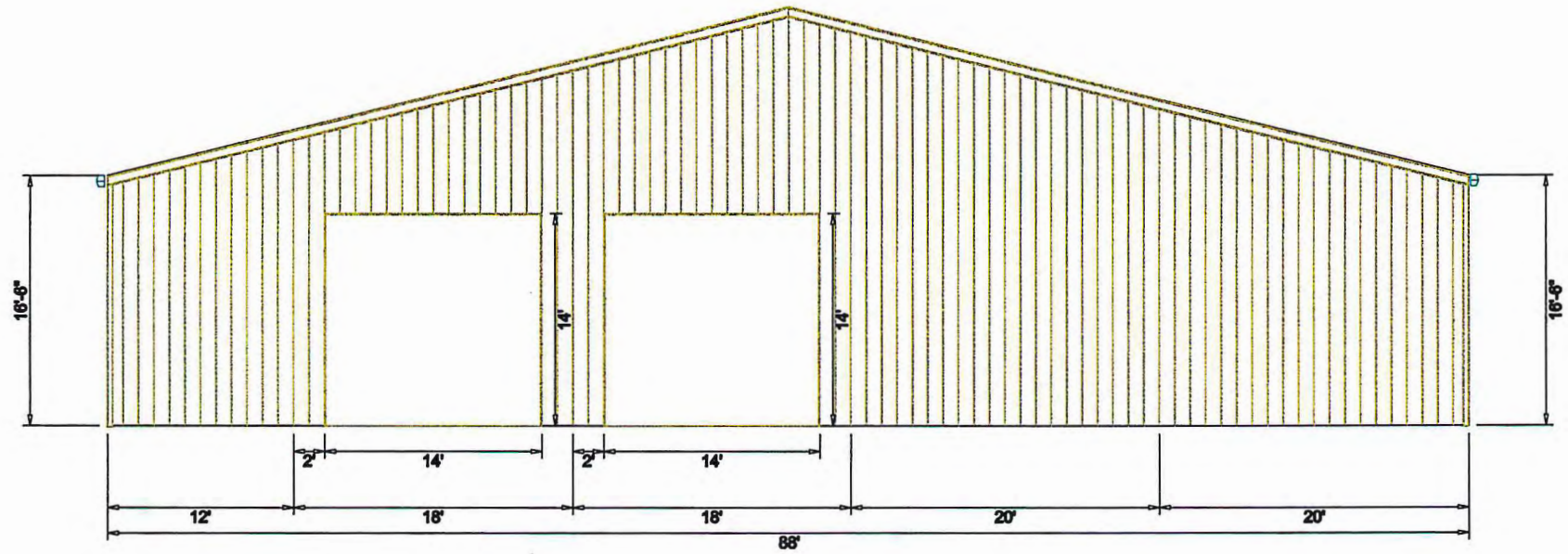
Zip Code: \_\_\_\_\_



LEFT ARCHITECTURAL - (A) JOE D BARRAGAN

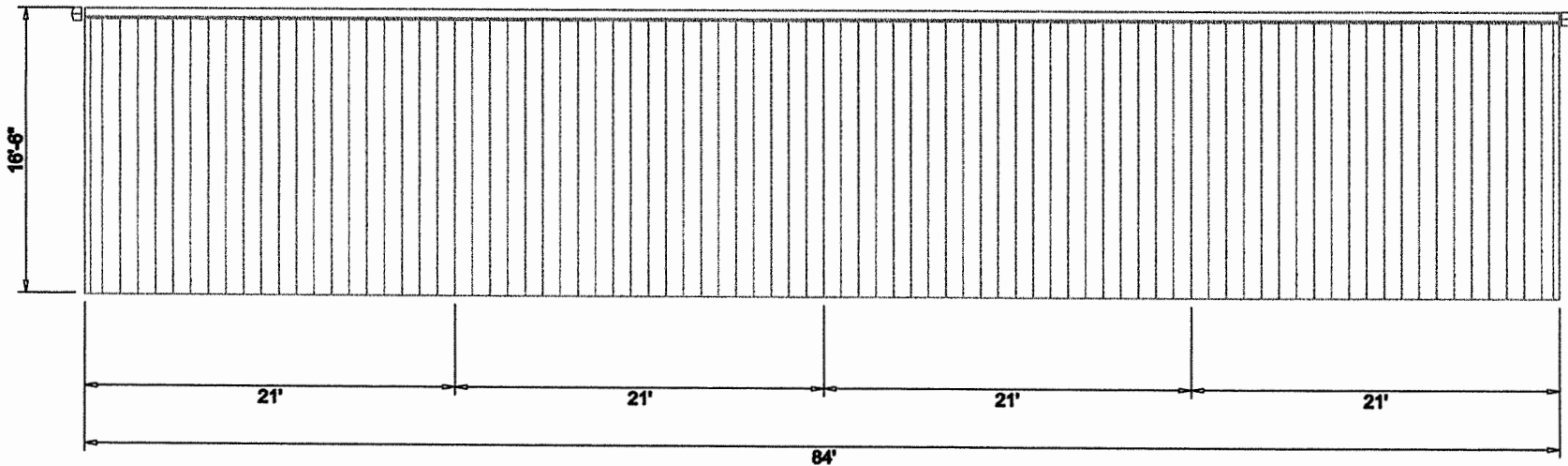
<b>Customer:</b> 2080 HACIENDA BLVD CALIFORNIA CITY, CA 91305	
<b>Contract:</b> COUNTY BROWARD 3411 South Cypress Rd Suite 100 Pompano Beach, FL 33060	<b>For Construction Permit:</b> <input type="checkbox"/> For Approval <input type="checkbox"/> For Director Justification
<b>Scale:</b> NOT TO SCALE <b>Version:</b> SBS 10.6 <b>Estimator:</b> DATE: 8/31/15	
<b>Job Name:</b> MEMBER <b>MBMA</b> The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Seal seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.	





RIGHT ARCHITECTURAL - (A) JOE D BARRAGAN

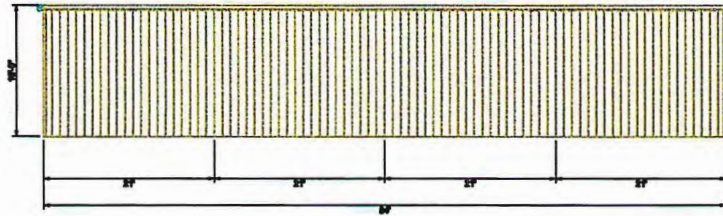
<b>Customer:</b> 3059 HACIENDA BLVD CALIFORNIA CITY, CA 91305	
<b>Contractor:</b> COUNTY OF SONOMA 351 South Cypress Rd Suite 100 Pismo Beach, CA 93450	<input type="checkbox"/> For Construction Permit <input type="checkbox"/> For Director Installation
<b>Checker:</b> J. D. Barragan	<input type="checkbox"/> For Approval <input type="checkbox"/> For Director Installation
<b>Scale:</b> NOT TO SCALE	
<b>Version:</b> SBS 10.6	<b>Paper Size:</b> 22x34
<b>Estimator:</b>	<b>Date:</b> 8/31/015
<b>Job Name:</b>	
<b>Member:</b> 	
<small>The engineer whose seal appears herein is an employee for the manufacturer for the materials described herein. Seal and certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.</small>	



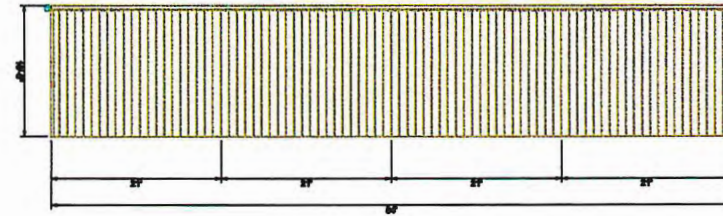
FRONT ARCHITECTURAL - (A) JOE D BARRAGAN

<b>Customer</b> 2880 HACIENDA BLVD CALIFORNIA CITY, CA 91305	
<b>Contract</b> COUNTY OF LOS ANGELES 3111 South Cypress Rd Suite 100 Beverly Hills, CA 90212	<input type="checkbox"/> For Construction Permit <input type="checkbox"/> For Director Jurisdiction
<b>Scale</b> NOT TO SCALE	<b>Version</b> 22-34
<b>SBS 10.8</b>	<b>ESTIMATOR</b> DATE 8/31/2015
<b>JOB NAME</b>	
<b>MEMBER</b> <b>MBMA</b> The engineer whose seal appears herein is an employee for the manufacture for the material described herein. Such seal or certification is limited to the product designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.	

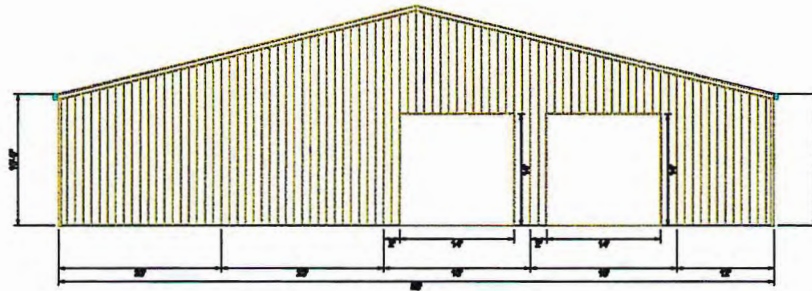
Front Wall



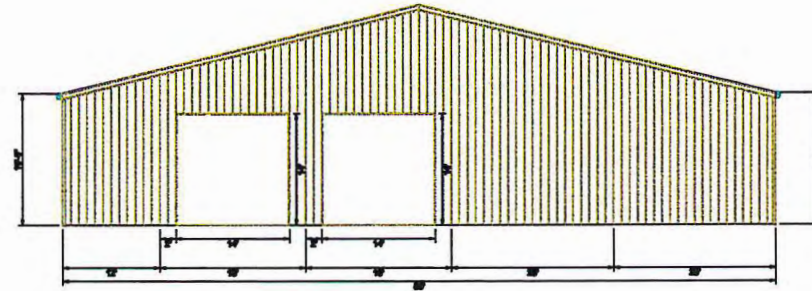
Back Wall




Left Wall



Right Wall

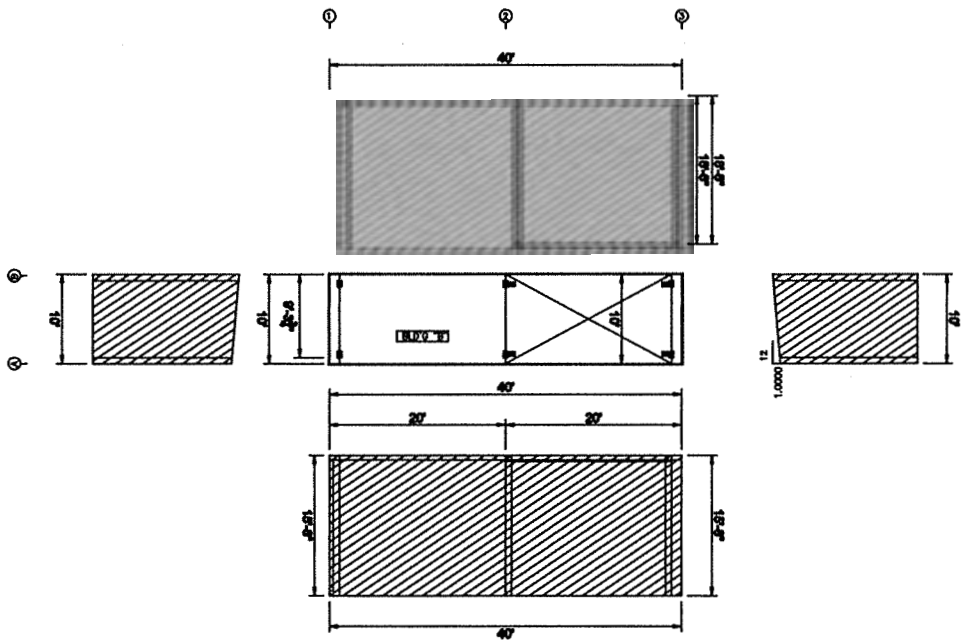


ARCHITECTURAL - (A) JOE D BARRAGAN

Customer		CONTACT: COUNTY: BROWARD		Customer	
3030 W. 10th Ave.		3030 W. 10th Ave.		3030 W. 10th Ave.	
FORT LAUDERDALE, FL 33305		FORT LAUDERDALE, FL 33305		FORT LAUDERDALE, FL 33305	
Drawing Status		Drawing Status		Drawing Status	
<input type="checkbox"/> For Construction Permit		<input type="checkbox"/> For Construction Permit		<input type="checkbox"/> For Construction Permit	
<input type="checkbox"/> For Approval		<input type="checkbox"/> For Approval		<input type="checkbox"/> For Approval	
Scale: NOT TO SCALE					
VERSION		PAPER SIZE		VERSION	
SBS 10.6		22x34		SBS 10.6	
ESTIMATOR		DATE		ESTIMATOR	
		8/31/015			
JOB NAME					
MEMBER					
					
<p>The engineer whose seal appears herein is an employee for the manufacturer for the materials described herein. Said seal or certification is limited to the products designed and manufactured by manufacturer only. The undersigned engineer is not the overall engineer of record for this project.</p>					

FRONT ARCHITECTURAL - (B) 40x10

<b>MBMA</b> <small>The MBMA is a national trade association representing the interests of the building industry. It is not a government agency and does not have the authority to regulate or enforce any laws. It is a voluntary organization and its members are not required to join. It is a non-profit organization and its funds are used for the benefit of the building industry. It is a national organization and its members are located in all parts of the United States. It is a trade association and its members are engaged in the same or similar business. It is a non-governmental organization and it is not subject to the same regulations as government agencies. It is a voluntary organization and its members are not required to join. It is a non-profit organization and its funds are used for the benefit of the building industry. It is a national organization and its members are located in all parts of the United States. It is a trade association and its members are engaged in the same or similar business. It is a non-governmental organization and it is not subject to the same regulations as government agencies.</small>	Order NO. <b>106</b>	Buyer: Duro Bean 351 South Cypress Rd Suite 100 Longpine Beach, FL 33660	CONTACT: COUNTY: BROWARD	Customer: 20899 HACIENDA BLVD CALIFORNIA CITY, CA 93505
	Version <b>10.6</b>	Project Site 3243	Drawing Status: <input checked="" type="checkbox"/> Drafting <input type="checkbox"/> For Approval <input type="checkbox"/> For Construction Permit <input type="checkbox"/> For Doctor Installation	
Distribution 20899	Date 03/27/15			



<b>MBMFA</b> <small>The foregoing notice shall appear on every contract, purchase order, invoice, and other document issued by MBMFA. It shall be deemed to have been received by the addressee on the date of mailing. It is the responsibility of the addressee to ensure that the foregoing notice is received by the addressee. MBMFA shall not be liable for any loss or damage resulting from the failure to receive the foregoing notice. MBMFA shall not be liable for any loss or damage resulting from the failure to receive the foregoing notice.</small>	<b>ORDER NO.</b> 801010	<b>DATE</b> 2/24/04	<b>ESTIMATE NO.</b> 505 10.6	<b>QUANTITY</b> 100	<b>DATE</b> 2/24/04	<b>ORDER NO.</b> 801010	<b>DATE</b> 2/24/04
	<b>ORDER NO.</b> 801010	<b>DATE</b> 2/24/04	<b>ESTIMATE NO.</b> 505 10.6	<b>QUANTITY</b> 100	<b>DATE</b> 2/24/04	<b>ORDER NO.</b> 801010	<b>DATE</b> 2/24/04

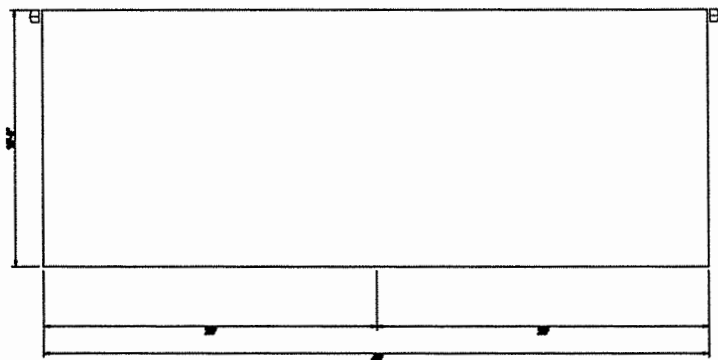
**Customer:**  
 20590 HACIENDA BLVD  
 CALIFORNIA CITY, CA 91305

**Contractor:**  
 Duro Beam  
 211 South Cypress Rd Suite 100  
 Pompano Beach, FL 33060

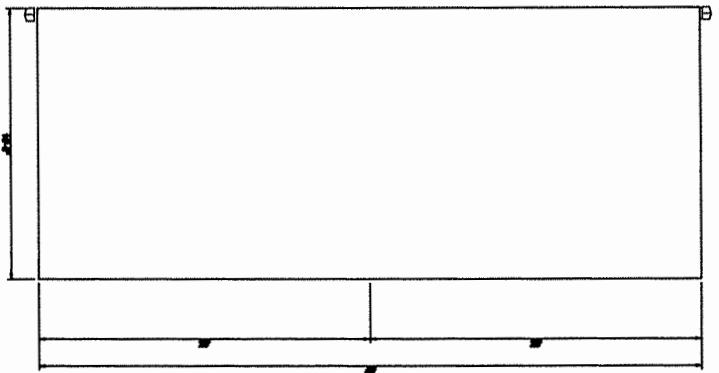
**CONTACT:**  
 COUNTY: BROWARD

**Growing Shovel:**  
☐ Grainbox  
☐ For Anacard  
☐ For Construction Permit  
☐ For Fractor Installation

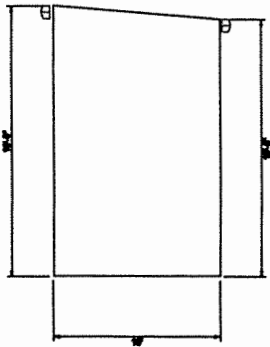
Right Wall



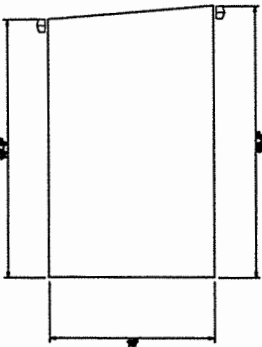
Left Wall




Front Wall

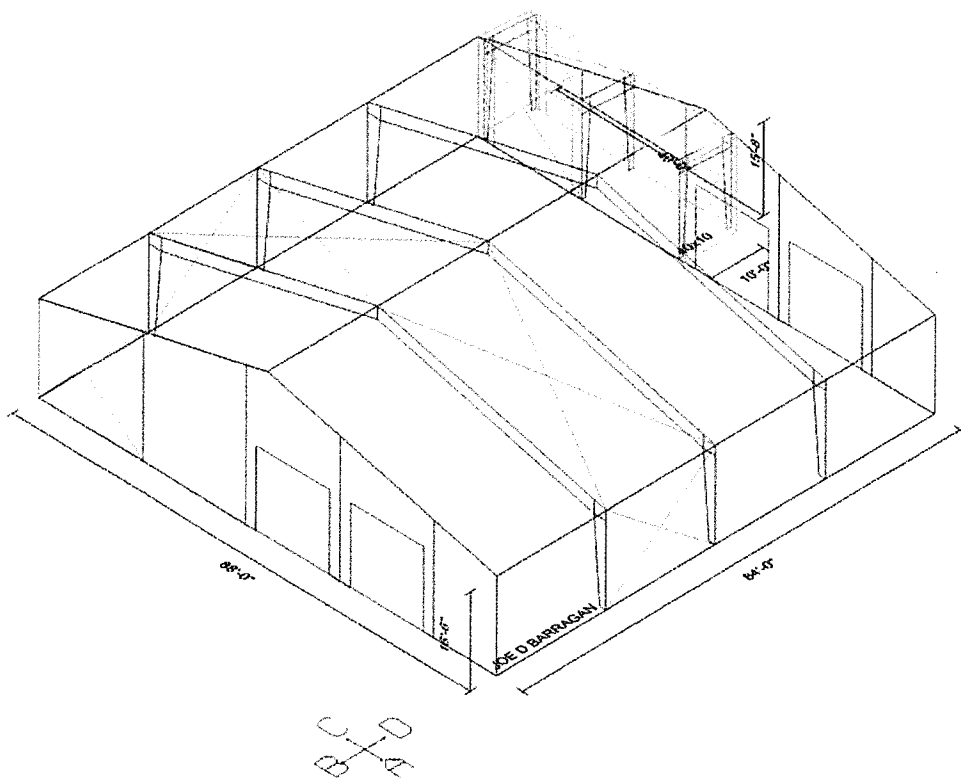


Back Wall



ARCHITECTURAL - (B) 40x10

<b>Customer:</b> 2005 HACIENDA BLVD CALIFORNIA CITY CA 91305	
<b>Builder:</b> Overseas Construction Co., Inc. 10000 S. Main St. Suite 100 Orange, CA 92668	<b>Contract:</b> CONTRACT NO. 100 CONTRACT DATE 10/1/10
<input type="checkbox"/> For Construction Permit <input type="checkbox"/> For Assest	<input type="checkbox"/> For Construction Permit <input type="checkbox"/> For Assest
<b>Scale:</b> NOT TO SCALE	
<b>Version:</b> SBS 10.8	<b>Paper Size:</b> 22x34
<b>Estimator:</b>	<b>Date:</b> 8/31/15
<b>Contract:</b>	
<b>Member:</b>	
	
<small>The engineer whose seal appears hereon is an employee for the manufacturer for the materials described herein. Seal and certification is limited to the products designed and manufactured by manufacturer only. This undersigned engineer is not the overall engineer of record for this project.</small>	



Not To Scale

Duro Beam  
Foundation Design Questionnaire  
Revision 1, July 12, 2012

Person responding to this questionnaire: \_\_\_\_\_

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Please circle term that best describes the respondent:

building owner, general contractor, building official, other: \_\_\_\_\_

Name of Structure: \_\_\_\_\_

Physical Address of Structure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is there a soil report for this structure: y / n (please circle y or n)

If there is a soils report, please return it with this questionnaire.

If there is not a soils report, the foundation designer will have to assume minimum allowable design pressures. The building codes in effect for a given structure will often specify allowable foundation loads if there is no soils report for the structure. For example, IBC 2006, Table 1804.2 lists allowable foundation pressures. If a slab on grade is to be designed, then the soil stiffness would have to be assumed, if there is no soils report.

1. Describe the end use of this structure:

\_\_\_\_\_

- |  |           |          |
|--|-----------|----------|
| 2. Is this structure within 20 feet of another structure?      | _____ yes | _____ no |
| 3. Will there any cranes in the building?                      | _____ yes | _____ no |
| 4. Is this structure located within 2 feet of a property line? | _____ yes | _____ no |
| 5. Will there be a masonry wainscot on any walls?              | _____ yes | _____ no |
| 6. Will landscaping be present adjacent to foundation?         | _____ yes | _____ no |
| 7. Will there be a retaining wall or dock wall?                | _____ yes | _____ no |



8. Will there be a floor slab on grade in this structure? \_\_\_\_\_ yes \_\_\_\_\_ no

a. What live load is anticipated to be placed on the floor slab on grade? \_\_\_\_\_ psf

b. Any other loads that will be imposed on the floor slab on grade?

Please describe: \_\_\_\_\_

c. Will Rack Storage be used in this structure? \_\_\_\_\_ yes \_\_\_\_\_ no

If yes, then describe the racks to be used, and the loads imposed by the racks on the slab on grade:

d. If there is going to be a floor slab on grade, will vehicles be driven on the slab or stored on the slab? \_\_\_\_\_ yes \_\_\_\_\_ no

If yes, then describe the type of vehicle that the slab on grade is to be designed to support.

- Lift Truck or Fork Lift - must state rated capacity: \_\_\_\_\_
- Passenger vehicle.
- Larger vehicle, such as a trailer towed by a pickup truck, dump truck, agricultural vehicle, semi or tractor trailer rig, RV.

For each these vehicles that will be supported by the slab on grade, a wheel load will have to be developed and designed for. Note that such wheel loads will almost always control the slab design, requiring a thicker slab than might have been anticipated. The design of a slab on grade for wheel loading is more difficult if there is no soils report for the structure.

e. Note that designing a floor slab to support such loads as described above may be expensive. It may make more sense to assume that there is no floor slab in the areas of the building that are required to support such loads. These areas of the floor could be designed as paving, and not as a floor slab on grade. Note that the foundation designer would not provide the paving design.

f. Describe the finish to be placed on top of the floor slab on grade (please circle all that apply):

Floor coverings, not very sensitive to moisture:

- No finish
- Other?

Some floor coverings that are moisture sensitive, to some degree:

- Vinyl, attached to the slab on grade with adhesive
- Epoxy paint
- Carpet, attached to the slab on grade with adhesive
- Ceramic tile
- Hardwood

Moisture sensitive floor coverings should be protected from moisture coming up through the floor slab into the building. This is often done by using a capillary break (usually 4" of gravel) under the concrete slab, and a vapor barrier directly under the concrete slab.

Do you want the floor slab to be designed to resist moisture coming up through it?

\_\_\_\_\_ yes \_\_\_\_\_ no

Note that local conditions and local construction practices vary. The foundation designer can assist in the design of a moisture resistant floor system, but cannot in any way guarantee a specific performance level of the floor slab with regard to moisture.

#### 9. Foundation Design

- a. Foundations are usually required to extend down to below the frost line. Do you know what the local frost line depth is required to be for this structure?

If so, please state it here: \_\_\_\_\_ inches.

- b. Do you have a desired strength of concrete?  $F'_c$  = \_\_\_\_\_ psi  
2,500 psi is the minimum. 3,000 psi is the minimum recommended for vehicular traffic.
- c. For a metal building, there are several schemes used for the foundation system. Please place a check mark by the description that you would prefer to see used on this structure:
1. Spread footing poured monolithically with the slab on grade. This may be impractical with a frost line depth of more than about 18", and with certain soil types.
  2. Stem wall integral with continuous footing, with floating slab. This requires two concrete pours. There are two styles that are used:
    - a. Slab stops adjacent to stem wall, and top of stem wall is at finished floor.
    - b. Slab extends over the top of the stem wall.
  3. Perimeter and spread footings, with perimeter grade beam, and floating slab. This requires three concrete pours. There are two styles that are used:
    - a. Slab stops adjacent to stem wall, and top of stem wall is at finished floor.
    - b. Slab extends over the top of the stem wall.
  4. Drilled piers. A drilled pier foundation system will require extra expense for material, engineering, and labor, and will require a soils report.
  5. Other – please describe: \_\_\_\_\_

d. Slab on grade foundation design parameters:

1. Do you have an anticipated slab thickness in mind?

If so, please state it here: \_\_\_\_\_ inch. The foundation designer will try to accommodate this thickness, if possible.

2. Slabs on grade are normally designed as plain concrete with reinforcement to control cracking, in keeping with ACI 360, Type B. What type of reinforcement do you anticipate being used in this structure for the slab on grade? (please circle one or more of the following)

- a. Rebar
- b. Welded wire fabric
- c. Fiber mesh

Rebar is not typically used with welded wire fabric, since they serve the same purpose. Fiber mesh is a proprietary product, and each manufacturer will have its own rules for its use. The generic name of this product is often listed as "polypropylene micro fiber mesh," or as "synthetic fibrous reinforcement." It is critical to coordinate the fiber mesh with the concrete supplier for a successful end result. Note that fiber mesh can be effective in resisting shrinkage cracking while the concrete is setting up. It has little to no effect on the cracking or control of cracking of the concrete later on, after the concrete has hardened. Welded wire fabric or rebar helps to limit the growth of a crack in the concrete throughout the life of the floor system. Each of the three options has advantages, limitations, and proponents. A successful floor slab is the result of a well-executed concrete installation, on top of a properly prepared sub-grade and cushion.

3. Type B slabs on grade are designed with a joint spacing. Joints are placed in the concrete slab in each orthogonal direction, and are often saw cut. Joints are intended to force cracks in the concrete to occur at the location of the joint, so that the rest of the concrete surface has few or no cracks. The maximum spacing of such joints are specified during the design of the slab on grade. Do you have a joint spacing in mind for this structure?

If so, please state joint spacing here: \_\_\_\_\_ feet. The foundation designer will try to accommodate this spacing, if possible.

# CITY COUNCIL

Meeting date  
Sept. 8 2015

**TO:** Mayor and City Council  
**FROM:** Tom Weil, City Manager  
**SUBJECT:** Clarification of Budget Line Item 110 of Ground Operations Grant 2015/16

---

## **BACKGROUND**

Regarding the 29-4226-110 budget line item (the new ground operations grant for 2015/2016), staff is requesting the budget box description be changed to better reflect the grant requirements and our needs. Please note there are no changes to the dollar amount for that line item. This is a change in semantics only.

The box should read:

To fund the following salaries:

2 GSW FT  
1 HEAVY EQUIP OPERATOR FT  
1 MAINTENANCE WORKER II FT

Again, there is no change in the dollar figure, just a change in the descriptions of the positions needed for this grant.

## **RECOMMENDATION**

Council approve the clarification to Budget Box for Line Item 110 in the Ground Operations Grant as presented.

**FISCAL IMPACT** None

**ENVIRONMENTAL** N/A

CC 6.

## CITY COUNCIL

MEETING DATE: SEPTEMBER 8<sup>TH</sup> 2015

TO: Mayor and Council

FROM: Fire Chief Armstrong

Subject: Purchase of LifePak 15 Cardiac Monitor

### **Background:**

The Fire Department operates Life Pack 12 and 15 cardiac monitors, with LP15's being the new models. We replaced a LP12 last year with a new LP15 and again this year, budgeted for another replacement. The plan has been to replace the 2 front line monitors with an on-going evaluation of the remaining 3.

The LP12's are over 10 years old and we are looking to replace in the same manner as last year, purchase and trade in of old unit. The unit we are replacing is out of service and in need of repair; SN 11267373.

Physio-Control was the lowest bidder last year when we went to competitive bid. They are the product manufacturer and are offering us a significant discount for being a returning customer and trading in another LP12. In addition to supplying us with our last purchase, this company also provides our annual service to our Cardiac Monitors. For these reasons; we are requesting to return to them for purchase.

This purchase was budgeted this year at \$29,000. The attached quote shows the purchase price at \$28,138.33 with applicable discounts. This includes all needed accessories and no other costs are expected.

**Recommendation:** City Council approve the purchase of the LifePak 15 Cardiac monitor direct from the manufacturer Physio-Control, with the "trade in" of a LifePak 12 for a \$7,982.30 credit.

**Fiscal Impact:** \$28,138.33 from 19-4222-740 (purchase of equipment)

**Environmental Impact:** None

Date prepared: 08/20/15

By: Fire Chief Armstrong



CC 7.



Physio-Control, Inc  
11811 Willows Road NE  
P.O. Box 97006  
Redmond, WA 98073-9706 U.S.A.  
www.physio-control.com  
tel 800.442.1142  
fax 800.732.0956

To	Usvaldo Guerrero	Quote Number	00005453
	California City Fire Department	Revision #	1
	20890 Hacienda Blvd	Created Date	7/29/2015
	California City, CA 93505	Sales Consultant	Todd Long
	(760) 373-4841	FOB	Destination
	<a href="mailto:aroach@calcityfire.us">aroach@calcityfire.us</a>	Terms	All quotes subject to credit approval and the following terms and conditions
		NET Terms	NET 45

Contract State of CA

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001955	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000284. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	1.00	31,495.00	-7,499.00	23,996.00	23,996.00
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	3.00	453.60	-161.10	292.50	877.50
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	1.00	301.00	-15.05	285.95	285.95
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	54.60	-2.73	51.87	51.87
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	79.20	-3.96	75.24	75.24
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap	1.00	309.20	-15.46	293.74	293.74

Subtotal	USD 25,580.30
Estimated Tax	USD 2,558.03
Estimated Shipping & Handling	USD 0.00
<b>Grand Total</b>	<b>USD 28,138.33</b>

<b>Pricing Summary Totals</b>	
List Price Total	USD 33,599.80
Total Contract Discounts Amount	USD -7,982.30
Total Discount	USD -37.20

Trade In Discounts

USD 0.00

Tax + S&H

USD 2,558.03

**GRAND TOTAL FOR THIS QUOTE**

USD 28,138.33

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

TL/8633

**Notes:**

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/serviceplans/TechnicalServiceAgreement.pdf>

**TERMS OF SALE**

**General Terms**

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

**Pricing**

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

**Payment**

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales:- Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.

Quote Number: 00005453

# CITY COUNCIL

## MEMORANDUM

Consent Agenda Item:  
September 8, 2015

**TO:** Mayor and City Council

**FROM:** Craig Platt, Public Works Director

**SUBJECT:** NOTICE OF COMPLETION – SDI Tracts Chip Seal Project

-----

### **Background**

On June 16, 2015 the City entered into a contract with Pavement Coatings Co. to rehabilitated selected roads within SDI Tract 3279 and Tract 3280, as well as Rutgers Road and Kenney Blvd. by applying chip seal treatment onto the surface of the roads. Chip Seal is the application of asphalt binder on existing pavement followed by a layer of aggregate chips. The City of California City allocated SDI funds for this rehabilitation project

### **Recommendation**

Staff recommends that the City review the Notice of Acceptance signed by the City Engineer. Staff further recommends the City accept the completed work by the contractor, Pavement Coatings Co. and authorize payment of the retention moneys to said contractor thirty days after Notice of Completion is recorded. Staff also recommends the City authorize the City Engineer to file the Notice of Completion.

### **Discussion**

This is a Notice of Completion for the work under contract agreement with Pavement Coatings Co. The City Council awarded the Contract to Pavement Coatings Co. on June 16, 2015 in the amount of \$369,989.25. The final project amount was \$375,081.63, the difference of \$5,092.38 was required to clean up local streets damaged by flash floods caused by Monsoon rains on July 19, 2015. The contract amount increased 1.37%, the approved contingency was up to 10%.

The Engineering Department has inspected the work and confirmed to the City Engineer that the work is in conformance with the plans and specifications as of August 24, 2015.

### **FISCAL IMPACT**

The sources of funding are:

SDI Tracts Construction Funds	\$ 375,081.63
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**ENVIRONMENTAL ACTION:** Pre-construction desert tortoise training completed

Attachments: Notice of Acceptance  
Notice of Completion

CCB.





Incorporated 1965

# City of California City

City Hall



PHONE (760) 373-8661

21000 HACIENDA BLVD. - CALIFORNIA CITY, CALIFORNIA 93505

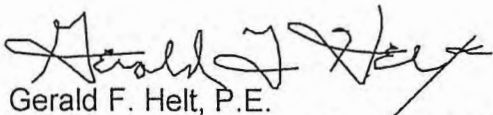
## NOTICE OF ACCEPTANCE

**NOTICE IS HEREBY GIVEN** that the City Engineer, City of California City, State of California, by and through the powers vested in his office by the Members of the City Council has reviewed and accepted as complete the work performed under contract by the Contractor.

The information pertinent to this Notice is as follows:

1. Owner: City of California City
2. Contractor: Pavement Coatings Co.
3. Engineer of Record: Gerald F. Helt, City Engineer
4. Surety of Faithful Performance and Labor and Material Bond: The Ohio Casualty Insurance Company
5. Contract For: SDI Tracts Chip Seal Project
6. Date of Contract: June 16, 2015
7. Date of Completion: August 24, 2015

I, Gerald F. Helt, hereby declare under penalty of perjury that the foregoing is true and the provisions of the contract have been met and are accepted on August 24, 2015.

  
Gerald F. Helt, P.E.  
City Engineer – City of California City

**Recording Requested By:**

CITY OF CALIFORNIA CITY

**When Recorded Mail to:**

City of California City  
21000 Hacienda Blvd.  
California City, CA 93505

**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.

2. The **FULL NAME** of the **OWNER** is City of California City

3. The **FULL ADDRESS** of the **OWNER** is 21000 Hacienda Blvd. California City, CA 93505

4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

(if other than fee, Strike "In Fee" and insert, for example, "Purchaser under contract of purchase," or "Lessee.")

5. The **FULL NAMES** and **FULL ADDRESSES** of **ALL PERSONS**, if any, **WHO HOLD SUCH INTEREST** or **ESTATE** with the undersigned as **JOINT TENANTS IN COMMON** are:

Names

Addresses

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** August 24, 2015

8. The work of improvement completed is described as follows: SDI Tracts Chip Seal Project

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Pavement Coatings Co.

10. The street address of said property is: Various local roads within SDI Tract 3279 and Tract 3280

11. The property on which said work of improvement was completed is in the City of California City, County of Kern, State of California,  
and is described as follows:

Chip Seal is the application of asphalt binder on existing pavement followed by a layer of aggregate chips.

(City Mayor)

Date

Signature of Owner or Agent of Owner

**Verification for INDIVIDUAL owner**

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

Signature of Owner named in paragraph 2

**Verification for NON-INDIVIDUAL owner:** I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **City Mayor** of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

- City of California City

(City Mayor)

Date and Place

(Signature of person signing on behalf of owner)

**SUBSCRIBED AND SWORN TO** before me on \_\_\_\_\_

Denise Hilliker, City Clerk  
City of California City

Revised 9/22/2007

**CITY COUNCIL**  
**September 8th, 2015**

**TO: Mayor and City Council**

**FROM: Tom Weil, City Manager**

**SUBJECT: Public Hearing to Consider Amending the Zoning Regulations as they Pertain to Permitted Uses by Adding Trailer Sales and Rentals in the Community Commercial District (C2)**

.....  
**BACKGROUND**

On Tuesday, May 12, 2015 the Commission discussed a request to place Manufactured Home Display in the C2 Community Commercial Zone. Currently the California City Municipal Code (CCMC) under Section 9-2.1701 Permitted Uses in the C3 Commercial Office Zone, adopted on August 8, 2012 by City Council Ordinance No. 12-711, allows for Trailer Sales and Rentals. The Community Commercial Zone (C2) under Section 9-2.1601 Permitted Uses allows for parking facilities.

The Commission voted at the June 9<sup>th</sup> public hearing to amend the CCMC and include Trailer Sales and Rentals in alphabetical order under item c. to Section 9-2.1601 Permitted Uses in the Community Commercial (C2) Zone.

Staff has included a copy of Ordinance No. 12-711 and the General Plan Land Use Designation Map that shows locations of the C2 and C3 Zones throughout the City.

**RECOMMENDATION**

Open Public Hearing, taking testimony, closing public hearing and approving first reading of the attached Ordinance.

**FISCAL IMPACT**

N/A

**ENVIRONMENTAL ACTION**

This would be exempt under the California Environmental Quality Act (CEQA), Article 12 Special Situation Section 15183. Projects Consistent with a Community Plan, General Plan, or Zoning.

P.H. 1

**ORDINANCE NO.**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
CALIFORNIA CITY AMENDING THE ZONING REGULATIONS  
TO ADD TRAILER SALES AS A PERMITTED USE IN THE  
COMMUNITY COMMERCIAL DISTRICT (C2)**

**WHEREAS**, on June 9, 2015 a public hearing was held before the California City Planning Commission, recommending certain changes be made to the City of California City Municipal Code (CCMC);

**WHEREAS**, following the public hearing the Planning Commission adopted Resolution TSR06-09-2015PC, recommending the following amendment to the CCMC:

Section 9-2.1601 be amended to add Trailer Sales and Rentals as a permitted use in the Community Commercial District (C2).

**NOW THEREFORE, THE CITY COUNCIL OF CALIFORNIA CITY DOES ORDAIN AS FOLLOWS:**

SECTION 1: The proposed zone text amendment is determined to be exempt from environmental review under CEQA, pursuant to Section 15061(b)(3), Review for Exemptions – General Rule, in that it can be seen with certainty that there is no possibility for this action to have a significant effect on the environment.

SECTION 2: Section 9-2.1601 of the CCMC (Permitted Uses) is hereby amended to add the following permitted use to the Community Commercial District (C2), to appear in alphabetical order under paragraph (c):

Trailer Sales and Rentals

SECTION 3: If any section, subsection, sentence, clause or phrase or word of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of California City hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase or word not declared unconstitutional without regard to any such decision or preemptive legislation.

SECTION 4: Any provision of the California City Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such

inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after its final passage.

Approved for introduction at a regular meeting on the 8th day of September 2015, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_th day of \_\_\_\_\_, 2015, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**

\_\_\_\_\_  
Jennifer Wood, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denise Hilliker, City Clerk

\_\_\_\_\_  
Christian Bettenhausen, City Attorney

STATE OF CALIFORNIA            )  
COUNTY OF KERN                ) ss.  
CITY OF CALIFORNIA CITY        )

I, DENISE HILLIKER, City Clerk of California City, do hereby certify that the foregoing ordinance was introduced on the 8<sup>th</sup> day of September, 2015, was regularly adopted at a meeting thereof on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2015 and was published/posted pursuant to law.

\_\_\_\_\_  
Denise Hilliker, City Clerk

**RESOLUTION NO. TSR06-09-2015PC  
A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF CALIFORNIA CITY  
PROPOSING AMENDING THE ZONING REGULATIONS  
AS THEY PERTAIN TO PERMITTED USES  
IN THE COMMUNITY COMMERCIAL DISTRICT (C2)**

**BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF  
CALIFORNIA CITY as follows:**

**1. PURPOSE**

The Commission considered and made recommendations for amending the Municipal Code Section 9-2.1601. Permitted Uses., to add under item (c) in alphabetical order, Trailer Sales and Rentals; to the Community Commercial District (C2) as a permitted use.

The areas and parcels affected encompasses property within the entire city limits, involving more than 1,000 parcels within the boundaries of California City.

**2. FINDINGS.**

The Planning Commission finds, determines and declares:

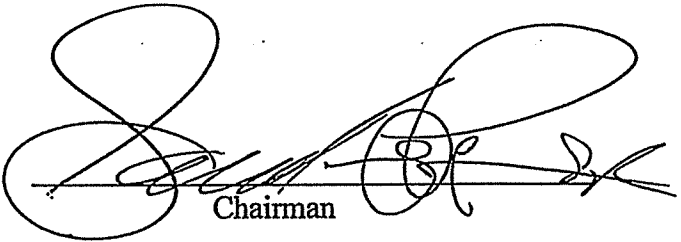
- (a) A duly-noticed public hearing has been conducted to consider the amendment and this Resolution TRS06-09-2015PC;
- (b) The amendment adds under item (c) in alphabetical order, Trailer Sales and Rentals; to the Community Commercial District (C2) as a permitted use.
- (c) This amendment will not result in any significant adverse environmental impacts;
- (d) This amendment will promote the welfare of the community;
- (e) This amendment is consistent with the general plan and the City's zoning regulations.

### 3. AMENDMENT.

The Planning Commission of the City of California City does hereby approve amending the Municipal Code, Section 9-2.1601. Permitted Uses., to add under item (c) in alphabetical order, Trailer Sales and Rentals; to the Community Commercial District (C2) as a permitted use,

**PASSED, APPROVED AND ADOPTED** on June 9, 2015, by the following vote:

**AYES:** 3 (Land, Trumble, Pope)  
**NOES:** 0  
**ABSENT:** 2 (Creighton, Gillum)  
**ABSTAIN:** 0



Chairman

**ATTEST:**

  
Recording Secretary



Adopted 8-8-12  
effective 9-8-12

ORDINANCE NO. 12-711

ORIGINAL

AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF CALIFORNIA CITY  
AMENDING THE CALIFORNIA CITY MUNICIPAL CODE  
AS IT RELATES TO PERMITTED AND CONDITIONAL USES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY  
as follows:

**1. Purpose.**

This Ordinance amends the Municipal Code regarding permitted and conditional uses in all commercial zones and move selected items from C4 Service Commercial to M1 Light Industrial.

**2. Amendment: Commercial Districts.**

Section 9-2.1402 of the California City Municipal Code is amended and reenacted to read as follows:

**"9-2.1402. General Provisions and Exceptions.**

The following applies to all commercial districts:

(a) Prior to issuance of a building permit, proposed commercial uses shall be reviewed by the Planning Director for compliance with applicable standards and regulations of this chapter.

(b) Businesses, services and processes shall be conducted within enclosed structures, except for off-street parking, off-street loading areas, and patio dining for restaurants and businesses which by their nature must be conducted outside a structure.

(c) No use shall emit noxious odor, fumes, dust, smoke, cinders, dirt, refuse, water-carried waste, noise, vibration, illumination, glare or unsightliness or to involve any hazard of fire or explosive."

**3. Amendment: Permitted Uses (C1).**

Section 9-2.1501 of the California City Municipal Code is amended and reenacted to read as follows:

**"9-2.1501. Permitted Uses.**

The following uses are permitted in the C1 District (building size under 2500 sq. ft.):

(a) Retail businesses:  
Apparel stores  
Bakeries  
Candy, nut and confectionery  
Cleaning and laundry agencies, including the use of one synthetic dry cleaning machine using nonflammable and non-explosive solvents

- Clinics/medical offices
- Convenience markets
- Gunsmith shops
- Floral shops
- Food stores
- Liquor
- Meat markets, not including food lockers
- Musical Instrument sales and repair shops
- Office Machines sales and service
- Offices
- Pharmacy
- Picture Framing
- Restaurants/Catering
- Retail stores
- Shoe sales, service and repairs
- Sporting goods shops
- Stationery stores
- Tailoring/pressing/altering clothing
- Video machine and tape sales/rental

(b) Banks and financial institutions."

#### **4. Amendment: Conditional Uses.**

Section 9-2.1502 of the California City Municipal Code is amended and reenacted to read as follows:

#### **"9-2.1502. Conditional Uses All Commercial Districts.**

(a) A commercial business not specifically listed for a zone can be operated if the business is similar to a listed business and not shown below.

(b) The following uses may be permitted in commercial districts unless otherwise specified with a conditional use permit:

- Ambulance service
- Amusement parks
- Automotive service and repair (conditional in C1, C2, C3, and C5)
- Automotive storage yards
- Bars not located within three hundred feet of any residential or public uses (conditional in C1 and C4)
- Bowling alleys
- Churches (minimum lot size 15,000 square feet and conditional in C1, C2, C3)
- Commercial recreational
- Dance halls and studio
- Diaper supply service
- Exterminators
- Fire stations
- Gas regulator stations (conditional in C1, C2, C3)
- Gasoline service stations, including dispensing of diesel fuel and complete truck service (conditional in C1, C2, C3)

- Gymnasiums (conditional in C1, C2, C3)
- Kennels
- Laboratories
- Licensed day care facilities
- Markets including convenience (conditional in C4)
- Mini-storages
- Offices (conditional in C4)
- Police stations
- Pool halls
- Private clubs/lodges (conditional in C1, C2, C3)
- Private recreational facilities
- Recycling and collection facilities (conditional in C4)
- Residential use as an accessory use
- Restaurants/eating places including serving beer and wine, patio dining, drive-in and drive through (conditional in C4)
- Skating rinks, including ice, roller, skateboard (conditional in C1, C2, C3)
- Small animal hospitals
- Stadiums
- Taxidermist
- Theaters and auditoriums (conditional in C1, C2, C3)
- Tire sales and service (conditional in C1, C2, C3, C5)
- Utility pumping stations"

**5. Amendment: Permitted Uses (C2).**

Section 9-2.1601 of the California City Municipal Code is amended and reenacted to read as follows:

**"9-2.1601. Permitted Uses.**

The following uses are permitted in the C2 District (building size up to 4,000 sq. ft.):

- (a) Uses permitted in the C1 District.
- (b) Retail businesses.
- (c) The following commercial uses:
  - Appliance sales and service
  - Art/Antique shops
  - Barber Shop
  - Bars not located within three hundred feet of any residential or public uses
  - Beauty Shop
  - Bicycle shops
  - Broadcasting studios
  - Business, professional and trade schools and colleges, including public utility training schools
  - Garden suppliers
  - Laundromats to include coin operated and self-service
  - Medical supply store
  - Music/Sound studio

Parking facilities  
Radio/TV sales and repairs  
Tool and cutlery sharpening  
Watch and clock sales and repair

(d) Conditional uses are permitted in accordance with Section 9-2.1502(b)."

**6. Repeal.**

Section 9-2.1602 of the California City Municipal Code is repealed.

**7. Amendment: Purpose (C3).**

Section 9-2.1700 of the California City Municipal Code is amended and reenacted to read as follows:

**"9-2.1700. Purpose.**

The Commercial/Office District as designated in the General Plan is intended to provide for the development of professional and administrative office space with commercial retail. This district may also be established as a transitional zone between residential and commercial uses."

**8. Amendment: Permitted Uses (C3).**

Section 9-2.1701 of the California City Municipal Code is amended and reenacted to read as follows:

**"9-2.1701. Permitted Uses.**

The following uses are permitted in the C3 district (building size up to 4,000 sq. ft.):

(a) Uses permitted in C1 and C2.

(b) The following retail commercial uses:

Automotive sales and rentals  
Book Binding  
Equipment sales and rentals  
Farm feed and equipment sales  
Trailer sales and rentals

(c) Conditional uses are permitted in accordance with Section 9-2.1502(b)."

**9. Repeal.**

Section 9-2.1702 of the California City Municipal Code is repealed.

**10. Amendment: Permitted Uses (C4).**

Section 9-2.1801 of the California City Municipal Code is amended and reenacted to read as follows:

**"9-2-1801. Permitted Uses.**

The following uses are permitted in the C4 district:

- (a) The following limited, service commercial uses:
- Automobile repairing, overhauling, rebuilding, painting
  - Automobile washing, including the use of mechanical conveyors, blowers and steam cleaning
  - Blueprint and Photostat shops
  - Cabinet shops
  - Carpenter shops
  - Carpet and rug cleaning and dyeing
  - Churches in excess of 15,000 square feet minimum lot size
  - Dry Cleaning
  - Gasoline service stations, including dispensing of diesel fuel and complete truck service
  - Glass shops
  - Gymnasiums
  - Linen supply
  - Locksmiths
  - Motorcycle sales and service
  - Photographic developing and printing
  - Plumbing shops
  - Private Clubs/Lodges
  - Refrigeration equipment sales and service
  - Safe and vault repairing
  - Sign painting
  - Stone and monument yards including stone mills
  - The installation of pump and underground storage tank having a capacity of three thousand gallons, when used for private companies listed as Class I under federal requirements for gasoline allotments (i.e., food suppliers, medical suppliers, etc.); also installation of underground storage tanks for auxiliary emergency facilities such as convalescent hospitals, hospitals, nursing homes, etc.
  - Tire sales and repair
  - Theaters
  - Upholstering shops
  - Utility pumping station
  - Vending machines

- (b) Conditional uses are permitted in accordance with Section 9-2.1502(b)."

**11. Repeal.**

Section 9-2.1802 of the California City Municipal Code is repealed.

**12. Amendment: Permitted Uses (C5).**

Section 9-2.1901 of the California City Municipal Code is amended and reenacted to read as follows:

**"9-2.1901. Permitted Uses.**

The following are permitted in the C5 District:

- (a) Uses permitted in the C1, C2 and C3 District only in large shopping centers:
  - Churches in excess of 15,000 square feet minimum lot size
  - Gasoline Service stations
  - Gymnasiums
  - Hotels and motels
  - Motorcycles sales/repairs
  - Private Clubs/Lodges
  - Regional shopping
  - Regional shopping centers and malls
  - Theaters

- (b) Conditional uses are permitted in accordance with Section 9-2.1502(b)."

**13. Repeal.**

Section 9-2.1902 of the California City Municipal Code is repealed.

**14. Amendment: Conditional Uses (M1).**

Section 9-2.2102 of the California City Municipal Code is amended and reenacted to read as follows:

**"9-2.2102. Conditional Uses.**

The following additional uses may be permitted in the M1 district with a conditional use permit if the Planning Commission finds special devices, construction or site design are planned to eliminate the nuisance or hazardous characteristics normally attendant to operations of the use; and the use reasonably can be expected to conform with the required conditions prescribed for the M1 zone:

- (a) Airports and heliports
- (b) Assembly of electrical equipment such as radio and television receivers, phonographs, and home motion picture equipment.
- (c) Assembly of small electric appliances such as lighting fixtures, irons, fans, toasters, and electric toys, but not including refrigerators, washing machines, dryers, dishwashers, and similar home appliances.
- (d) Contractors storage yard
- (e) Manufacture and assembly of electrical supplies such as coils, condensers, crystal holders, insulation, lamps, switches and wire cable assembly, provided no noxious or offensive fumes or odors are produced.
- (f) Manufacture and maintenance of electric and neon signs, billboards, commercial advertising structures and light sheet metal products, including heating and ventilating ducts and equipment, cornices, eaves, and the like.

(g) Manufacture of cutlery, hardware and hand tools; die and pattern making; metal stamping, and extrusion of small products such as costume jewelry, pins and needles, razor blades, bottle caps, buttons, and kitchen utensils.

(h) Manufacture of scientific, medical, dental and drafting instruments, orthopedic and medical appliances, optical goods, watches and clocks, electronic equipment, precision instruments, musical instruments, cameras and photographic equipment except film.

(i) Residential uses, provided:

- (1) at least 700 square feet shall be devoted exclusively to habitation;
- (2) no more than 33% of the structure shall be devoted to habitation;
- (3) a one-hour fire wall, as determined by the Uniform Building Code, shall separate portions of the structure devoted to residential use from other uses; and
- (4) the permit shall terminate each time the residential use ceases."

**15. Amendment: Site and Structure Requirements.**

Section 9-2.2103 of the California City Municipal Code is amended and reenacted to read as follows:

**"9-2.2103. Site and Structure Requirements (M1).**

(a) There is no minimum lot area in the M1 District.

(b) The minimum setback requirements in the M1 District are:

- (1) Twenty (20) feet in the front.
- (2) Twenty (20) feet in the rear or side yard if the rear or side yard abuts a residential district. There are no rear or side yard minimums if the lot does not abut a residential district."

**16. Other.**

Except as provided herein, the California City Municipal Code is reaffirmed and readopted.

**PASSED, APPROVED AND ADOPTED** on August 8, 2012, by the following vote:

AYES: Fuller, McGuire, Lessenevitch, Smith

NOES: Bohannon

ABSENT: None

ABSTAIN: None

  
Mayor

ATTEST:

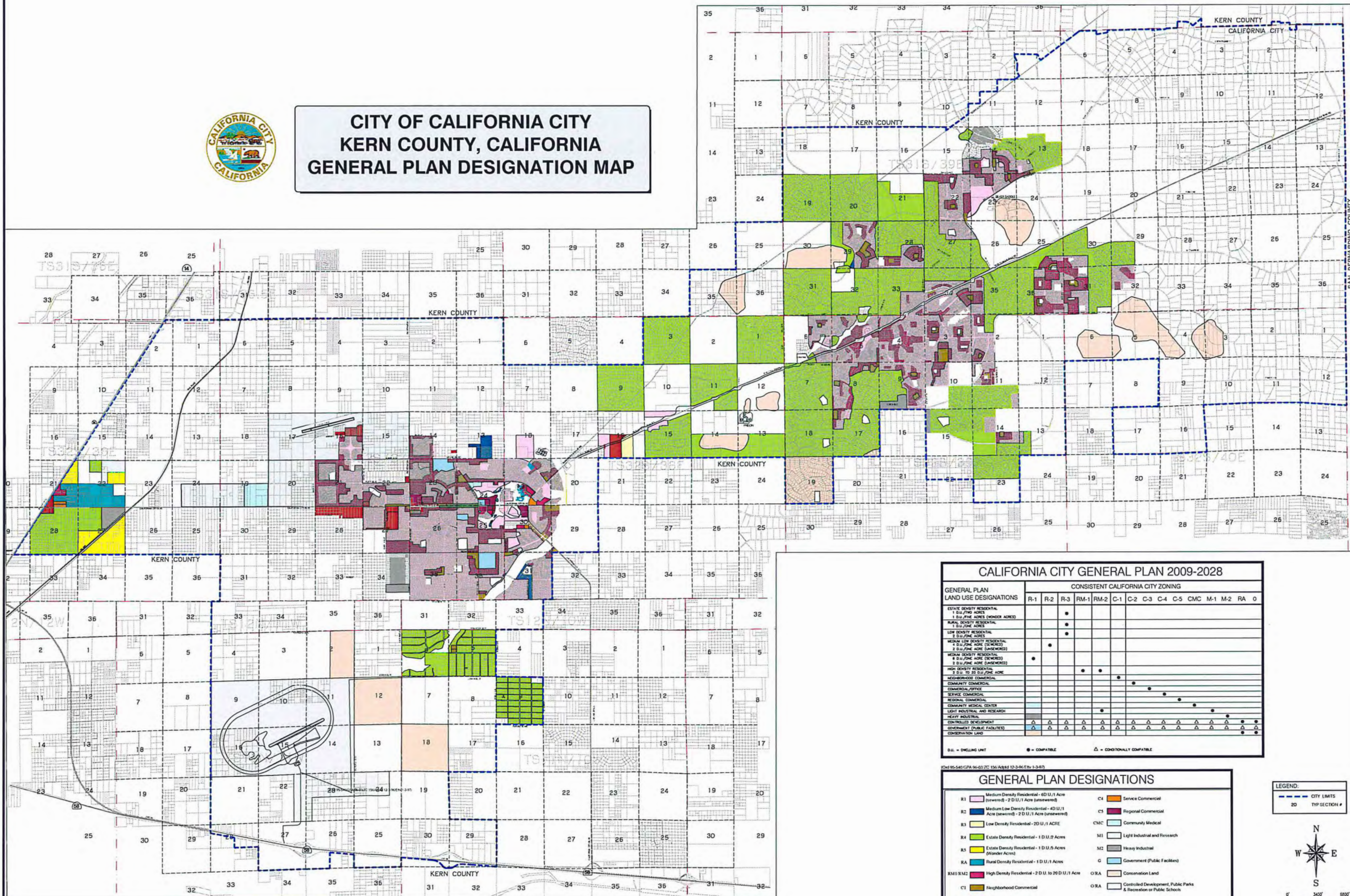
  
Denise Hilliker, City Clerk

(SEAL)



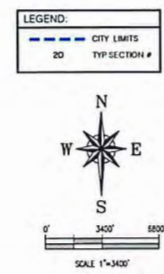


# CITY OF CALIFORNIA CITY KERN COUNTY, CALIFORNIA GENERAL PLAN DESIGNATION MAP



CALIFORNIA CITY GENERAL PLAN 2009-2028												
CONSISTENT CALIFORNIA CITY ZONING												
GENERAL PLAN LAND USE DESIGNATIONS	R-1	R-2	R-3	RM-1	RM-2	C-1	C-2	C-3	C-4	C-5	CMC	M-1
ESTATE DENSITY RESIDENTIAL - 1 D.U./1/2 Acre												
ESTATE DENSITY RESIDENTIAL - 1 D.U./1/2 Acre (HOMER ACRE)												
ESTATE DENSITY RESIDENTIAL - 1 D.U./1/2 Acre												
LOW DENSITY RESIDENTIAL - 1 D.U./1/2 Acre												
LOW DENSITY RESIDENTIAL - 1 D.U./1/2 Acre (HOMER ACRE)												
MEDIUM DENSITY RESIDENTIAL - 1 D.U./1/2 Acre (HOMER ACRE)												
MEDIUM DENSITY RESIDENTIAL - 1 D.U./1/2 Acre (HOMER ACRE)												
HIGH DENSITY RESIDENTIAL - 1 D.U./1/2 Acre (HOMER ACRE)												
HIGH DENSITY RESIDENTIAL - 1 D.U./1/2 Acre (HOMER ACRE)												
NEIGHBORHOOD COMMERCIAL												
COMMUNITY COMMERCIAL												
COMMERCIAL OFFICE												
REGIONAL COMMERCIAL												
COMMUNITY MEDICAL CENTER												
HEAVY INDUSTRIAL												
CONTROLLED DEVELOPMENT												
GOVERNMENT (PUBLIC FACILITIES)												
CONSERVATION LAND												

(City of San Diego, 6/6/2017 12:34:46 PM, 12-34-46, 12-34-



The information shown on this map was collected from several sources. Therefore, the accuracy of this information is not warranted in any way. The City of California City & Hel Engineering, Inc. assume no liability for any claims arising from the use of this map.

SHEET  
1  
OF 1 SHEETS

CITY OF CALIFORNIA CITY  
KERN COUNTY, CALIFORNIA  
GENERAL PLAN 2009-2028  
LAND USE DESIGNATION MAP

HELT ENGINEERING, INC.  
CIVIL LAND BUILDING AERIAL  
ENGINEERING SURVEYING DESIGN PHOTOGRAPHY  
2930 UNION AVE., BAKERSFIELD, CA 93305  
PHONE: (661) 323-8045 FAX: (661) 323-0799

DATE: 05/18/10  
SCALE: AS-SHOWN  
DRAWN BY: JG  
CK'D BY: JC  
DATE CK'D: 05/27/10

REVISIONS (C'D BY DATE C'D)  
1 05/27/10  
2 06/01/10  
3 06/01/10  
4 06/01/10  
5 06/01/10  
6 06/01/10  
7 06/01/10  
8 06/01/10  
9 06/01/10  
10 06/01/10

JOB NO.  
04427



CITY COUNCIL

MEETING DATE: SEPTEMBER 8<sup>TH</sup> 2015

TO: Mayor and Council

FROM: Fire Chief Armstrong

Subject: Fire Station demolition

**Background:**

At the recommendation of the Building Department and Helt Engineering, I am returning to the Council for approval of the demolition of the existing Fire Station.

While we originally wanted to have this work completed in the RFP for the Station construction, I have been told that beginning the demolition now will actually speed up the process. We are also told that demo will need to occur before a preliminary soil sample can be taken.

I contacted local contractors and obtained new bids as per the attached scope of work:

Parker Construction: not received by deadline

Williams Construction: \$115,900.00

Gilliam & Sons: \$126,262.00

The informal bidding process was used and contractors were given the deadline of Sept 1, 2015 at 5PM.

**Recommendation:**

Council approves the demolition of the Fire Station and the acceptance of the bid from Williams Construction.

**Fiscal Impact:**

115,900.00 \$ from 19-4222-750 (Fire Station Project)

*The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department*

**Environmental Impact:** unknown

Date prepared: 9/2/2015

By: Jeff Armstrong, Fire Chief

CBI.

**J.M. Williams Construction Inc.**  
**8305 California City Blvd.**  
**California City Ca. 93505**  
**760-373-4940**  
California State Contractors License 336722

9/02/15

Attention: Fire Chief Jeffery A Armstrong      Office 760-373-8606      Cell 760-808-7520  
jarmstrong@calcityfire.us      21130 Hacienda Blvd.

**RE: CALIFORNIA CITY FIRE STATION REQUEST FOR BID**  
**See attached 8/24/2015 document.**

**Demolition Includes:**

1. Complete demolition of the building (block) and rear metal structure including all fences.
2. Demolition of the old gas house that holds an air compressor (near Generator)
3. Demolition of the site asphalt and concrete to include slab inside apparatus bay.
4. Removal of tree to South.
5. Capping in place and marking of utilities.
6. Grading and compacting the lot.
7. Haul away all materials.
8. Remove concrete apron as required.
9. Permitting as required by the State or County

**Notes:**

**N1. To be left in place;**

1. The rear block building with the double doors.
2. The mono pole and the modular trailer.
3. Power needs to remain to the trailer.
4. Generator left in place and kept for new construction.

**N2. All department equipment to be removed by "City".**

**N3. The "City" will retain salvage rights and may assign salvage rights as they see fit.**

At the start of demolition all salvage shall cease whether or not completed, and all equipment and related debris shall be removed.

**RE: CALIFORNIA CITY FIRE STATION ADDENDUM:**  
**See attached 8/25/2015 document.**

**Included as per Addendum;**

1. Certificate for soil after compaction.
2. Certificate of materials destination as per County, State and EPA requirements.

**Excludes:**

1. Permitting required by the City of California City.
2. Hazardous remediation of any kind.

**Request for bid:**

The City Council has approved a new structure and new construction for our fire station, to include complete demo of the existing Fire Station.

The location is 20890 Hacienda Blvd California City, CA 93505

For a legal description see Joe Barragan, who is cc'd on this email. (pictures of the site are available)

Speed is a consideration for this project and a high priority. We are looking at approving and awarding the contract on Sept 8<sup>th</sup> 2015 at the regular council meeting. We could have the building empty in 2 weeks from today's date.

All department equipment will be removed by us. The City is willing to consider salvage rights. The City will not be relocating the metal building at the back of the station and this should be considered in the bid.

Here is briefly, the scope of work as I see it:

To be left in place, the rear block building with double doors. The mono pole and modular trailer. Power needs to remain to the trailer. Generator left in place and kept for new construction.

- Complete demo of the building (Block) and rear metal structure including all fences.
- Demo of the old gas house that holds a air compressor (near generator)
- Demo of the site asphalt and concrete to include slab inside apparatus bay. Joe may be able to tell you depth of the Apparatus bay floor
- Removal of tree to south.
- Capping in place and marking of utilities
- Grading and compacting of the lot
- Haul away of all materials

New building will be on lot but not in exact footprint, therefore concrete apron will need to be demo'd

Any permits required by the City will be handled by Joe – construction work will need to abide by the times listed in the Muni Code

Any permitting required by the State or County is the responsibility of the Contractor.

Deadline for bids is: Tuesday September 1 at 5PM.

Thank you for your time,

**J.M. Williams Construction Inc.**  
**8305 California City Blvd.**  
**California City Ca. 93505**  
760-373-4940  
California State Contractors License 336722

9/02/15

Attention: Fire Chief Jeffery A Armstrong  
[jarmstrong@calcityfire.us](mailto:jarmstrong@calcityfire.us)

Office 760-373-8606  
21130 Hacienda Blvd.

Cell 760-808-7520

**RE: CALIFORNIA CITY FIRE STATION REQUEST FOR BID**

**Page 2**

**Our Bid for the project per bid request and the addendum is**  
**\$115,900.00            ONE HUNDRED FIFTEEN THOUSAND NINE HUNDRED DOLLARS**


**General Notes:**

**GN 1.** We will start the demolition within two weeks of the execution of the contract and written notice to proceed.

**GN 2.** We will have the demolition completed and the site leveled and compacted within three weeks of start of demolition.

**GN 3.** Copies of our Certificates of workers compensation, general liability, and California State Contractors License are attached.

Thank You

  
J.M. (Pepper) Williams



# GILLIAM & SONS INC.

GENERAL ENGINEERING CONTRACTORS

CA License No. 428823

SEPTEMBER 1, 2015

JEFF ARMSTRONG, CFO  
FIRE CHIEF

20890 HACIENDA BLVD.  
CALIFORNIA CITY, CALIF. 93505

P 760 373 7046  
F 760 373 8210

RE: CAL CITY FIRE STATION DEMO.

For the lump sum amount, Gilliam and Sons Inc. hereby proposes to furnish labor, equipment, transportation and materials necessary to completely demolish and remove the existing buildings and associated site improvements:

**\$126,262.00**

**BASE BID INCLUDES:**

1. Demolition and removal of existing BLOCK building and Rear Metal Structure and all associated footings.
2. Demolish and remove all concrete slabs, trash enclosure, light post, fencing and footings;
3. Demolish and remove old Gas House.
4. Demolish and remove all site concrete and asphalt.
5. Demolish and remove trees.
6. Remove Sewer line to property line. Cut and cap sewer line.
7. Haul and dispose all demo debris at an approved landfill and pay all disposal fees.
8. If any hazardous substance of any kind is detected it will become an extra work item.
9. Furnish permits required by APCD
10. Prevailing wages are included.
11. I am not sure what "certificate for soil" is. Typically there is not a certificate associated with demo. Only a demo permit where the inspector (joe maybe) signs off. We are a grading contractor too so we can give you a price to compact and fine grade upon receiving some kind of grading plan or plot-plan with elevations.

**Special Note:**

- If asbestos is detected Gilliam and Sons will complete all abatement for cost plus fifteen percent to cover overhead and profit.

THANK YOU FOR THE OPORTUNITY TO PROVIDE OUR SPECIALTY CONTRACTING SERVICES.  
SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT ME AT 661-747-6382

GILLIAM AND SONS INCORPORATED

SCOTT GILLIAM

Staff Report  
For  
City Council  
September 8, 2015  
(Revised from Staff Report from August 18, 2015)

**TO:** Mayor and City Council

**FROM:** Sergeant J. Craig

**SUBJECT:** Painting Animal Shelter interior

**BACKGROUND**

Animal Control Services has been located at their current building, 5000 Lindberg, for over 20 years. Over the years due to the amount of animals handled at the shelter it is showing a lot of wear. Prior to the new roof installation, rain leaked onto the ceiling and caused additional damage. The wood ceiling with steel beam construction has peeling paint, exposing the wood.

The lower portion of the walls needs repainting. Paint prevents animal waste from getting into the walls.

The Contractors presenting bids are:

Bull Construction with a bid of **\$4,900.00** – Scraping with one year warranty, PSI of 3750 (No change in original bid amount)

Finishing Touches with a bid of **\$6,250.00** – Scraping with one year warranty, PSI of 2650 (Bid retracted due to personal and medical reasons)

High Desert Development with a bid of **\$8,790.00** with \$2,000.00 labor as a donation. Scraping will add an **additional \$1,000.00** to the bid, one year warranty, PSI of 5500

JBL Associates with a bid of **\$9,020.00** – Scraping with one year warranty, PSI of 3200 (No change in original bid amount)

**RECOMMENDATION**

Staff recommendation is to accept the Bull Construction bid of **\$4,900.00**.

**FISCAL IMPACT**

Cost of \$4,900.00 for painting the Animal Shelter – funds 18-4217-270

*The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.*

**ENVIRONMENTAL IMPACT** None

**Attachment: Updated spreadsheet 8/24/2015**

CB.2.

**Updated spreadsheet 8/24/15**

<b>Contractor</b>	<b>Labor</b>	<b>Materials</b>	<b>TOTAL</b>	<b>Scrape</b>	<b>PSI</b>	<b>Warranty</b>	<b>Addit'l Info</b>
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Bull Construction (Boron)	2,000	2,900	\$4,900	Yes	3750	1 Yr	No change in original bid
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Finishing Touches (Quartz Hill)	4,550	1,700	\$6,250	Yes	2650	1 Yr	Retracts bid at this time due to personal & medical reasons
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High Desert Development (Cal City)		8,790 total - Donated Labor of 2K	\$6,790	*No	5500	1 Yr	*Will increase cost \$1K
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JBL Associates (David Stafford)			\$9,020	Yes	3200	1 Yr	No change in original bid
------------------------------------	--	--	---------	-----	------	------	---------------------------

Ron Smith - contacted in person 7 July, left voice messages 24 & 27 Jul at 373-7314

Shawn Sprague Construction - 8 July - 373-2438 - number has been disconnected

Steve Collins - 8 Jul -373-8700 - left message, no response, Steve Collins Construction - 27 Jul - 373-3848 - number has been disconnected

**8/21/15: Updated with scraping loose paint, pressure washer PSI & warranty period**

**E-mails from above contractors can be provided upon request**



# CITY COUNCIL

September 8, 2015

**TO: Mayor and City Council**

**FROM: Craig Platt**

**SUBJECT: Bob Parker Scout Lodge**

## **BACKGROUND**

The adult leaders of California City Boy Scout Troop 413 and community volunteers with the help of a few older Scouts have built the complete outer shell of the Scout Lodge.

The interior HVAC rough work, electrical rough work, the plumbing rough work and the insulation have also been completed and/or installed. The drywall has been completed. Volunteers will start painting the Scout Lodge on September 5.

The bathrooms need to be tiled. The craft areas need cabinets and counter tops made and installed. The City has offered four local contractors (Jerry Heller Construction, Andrew Parker Construction, Shawn Sprague Construction and Williams Construction) the opportunity to bid on the work needed. Williams Construction is the lowest most responsive bidder at \$12,238.

## **RECOMMENDATION**

That the Council approves the bid of \$12,238 from Williams Construction, for the labor and material to install tile in the bathrooms, install the Cabinets, granite counter tops and 6"backplash.

## **FISCAL IMPACT**

Scout Island Improvements	10-4563-720	\$12,938.00
---------------------------	-------------	-------------

## **ENVIRONMENTAL ACTION**

No Direct

## **ATTACHMENTS**

- Williams Construction estimate \$12,938.00
- Shawn Sprague Construction estimate \$17940.00
- Parker Construction estimate \$37494.00

*The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.*

CB3.

**J.M. Williams Construction Inc.**  
8305 California City Blvd.  
California City, CA. 93505  
License # 336722 Phone (760) 373-4940

**PROPOSAL and CONTRACT**

**Prepared For: Joe Barragan**  
**Building Department**  
**City of California City**  
**21000 Hacienda Blvd.**  
**California City, Ca. 93505**  
**Phone: 760-373-8661**

**Date: 08/31/15**

**Job Location: 21130 Scout Island Dr.**  
**California City Ca.**

**Subject: Scout Lodge Tile and Cabinets.**

**Sirs:**

**Thank you for the opportunity to quote your project at the above referenced property.**  
**The conditions and scope of work are as follows:**

**GENERAL**

1. The Contractor shall furnish all labor, materials, equipment, contractor's licenses and insurance certifications to perform the work as specified below. The Contractor shall provide labor and materials customarily included in work of the same nature to a quality and complete job.
2. If unforeseen conditions are discovered during the work, and the conditions adversely affect the cost or progress of the work, the Contractor will notify the Owner immediately. A change order will be executed to identify and resolve the hidden, unforeseen, or unexpected condition.
3. The Contractor shall occupy, use, and permit others to use the premises solely for the purpose of completing the work to be performed under this contract. The Contractor shall not authorize any other persons to use said premises. The Contractor will be given reasonable set-up and staging areas for the duration of the work.
4. Contractor's scope of work shall not include the detection, identification, abatement, encapsulation or removal of any hazardous substances, such as mole, mildew, asbestos, lead paint and the like. If any such substances are encountered while performing the work and the Contractor determines that such materials present a hazard to its employees, Contractor shall have the right to discontinue its work and demobilize the jobsite until any required abatement is completed and no hazard exists. The Contractor shall be given an appropriate extension of time for remobilization and completion of the project and shall be paid for its costs as a result of the delays.
5. J.M. Williams Construction Inc. shall keep in force its worker's compensation insurance as well as its general liability and property damage insurance until the expiration of this agreement.

**Williams Construction**  
8305 California City Blvd.  
California City, CA. 93505  
License # 336722 Phone (760) 373-4940

**PROPOSAL and CONTRACT page 2**

**Prepared For: Joe Barragan**  
**Building Department**  
**City of California City**

**Job Location: 21130 Scout Island Dr.**  
**California City Ca.**

**SCOPE of WORK:**

**Bathroom Tile**

- |    |  |                   |
|----|--|-------------------|
| 1. | Bath Floors 264 sq. ft.                            |                   |
| 2. | Bath wainscot 368 sq. ft.                          |                   |
| 3. | Bath sanitary cove 92 lin. Ft.                     |                   |
| 4. | Bath tile installation complete material and labor | <b>\$7,338.00</b> |

**Craft Areas**

- |    |  |                   |
|----|--|-------------------|
| 5. | Craft Area Cabinets  |                   |
|    | A. Cabinets supplied and installed                                       | <b>\$4,100.00</b> |
| 6. | Craft Area Counters  |                   |
|    | A. Supply and install Granite with SS sink and<br>6" granite back splash | <b>\$800.00</b>   |

**Fire place Surrounds**

- |    |   |                 |
|----|---|-----------------|
| 7. | Supply and install ceramic tile around fireplace inside<br>owners site built mantle | <b>\$500.00</b> |
|----|---|-----------------|

**Office Conduit connection**

- |    |   |                 |
|----|---|-----------------|
| 1. | Supply and install connection of conduit from floor penetration<br>to wall connection as per Joe. | <b>\$200.00</b> |
|----|---|-----------------|

---

Sub Total	<b>\$12,938.00</b>
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**TOTAL:**

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<b><i>TWELVE THOUSAND NINE HUNDRED THIRTY EIGHT DOLLARS</i></b>	<b>\$12,938.00</b>
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**NOTES:**

- N1. Tile and Grout to be selected by Contractor and approved by Owners Agent.
- N2. Building permit is not included.
- N3. Construction Utilities to be provided by Owner.

**PAYMENT AS FOLLOWS: One payment due upon completion.**

Williams Construction  
8305 California City Blvd.  
California City, CA. 93505  
License # 336722 Phone (760) 373-4940

**PROPOSAL and CONTRACT page 3**

Prepared For: Joe Barragan  
Building Department  
City of California City

Job Location: 21130 Scout Island Dr.  
California City Ca.

**NOTICE TO OWNER**

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contract may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento California 95826.

**ACKNOWLEDGEMENT:** Owner acknowledges that he has read and received a legible copy of this agreement including all terms and standard provisions before any work is performed and that he has read received a legible copy of every other document that owner has signed during this negotiation. I/we hereby acknowledge under penalty of perjury that I/we am/are the legal owners and am/are authorized to sign this contract as an agent of the legal owner.

**ACCEPTANCE:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above. You, the buyer may cancel this transaction at any time prior to midnight the third business day after the date of this transaction. Owner has the right to require contractor to have a performance and payment bond at owner's expense.

**GENERAL CONDITIONS:**

1. The buyer can cancel this contract within three days of the signature date without penalty. If buyer cancels after the three day period, a penalty of 20% of the contract amount will be charged.
2. The contractor is not responsible for cracks in driveways or sidewalks.
3. Construction operations are at times noisy and may cause some unavoidable vibrations. Care will be taken to minimize this potential problem.
4. Owner will make sure that any valuables that may become dislodged from walls, ceilings; shelves, etc., or damaged in any way are removed and stored safely prior to the work proposed above.
5. Any damage to or loss of Owners personal property, will not be the responsibility of the Contractor.

Williams Construction  
8305 California City Blvd.  
California City, CA. 93505  
License # 336722 Phone (760) 373-4940

PROPOSAL and CONTRACT page 4

Prepared For: Joe Barragan  
Building Department  
City of California City

Job Location: 21130 Scout Island Dr.  
California City Ca.

6. Upon completion of the work the Buyer shall have the opportunity to inspect the work. If the Buyer believes the work is unsatisfactory or incomplete in some manner, the Buyer shall inform the Contractor in writing of said deficiencies. No action is required by the Buyer if he accepts the work. In such case the work will be deemed automatically accepted five days after completion.
7. **WARRANTY: 1 year labor and Manufacture warranty excluding abuse.**

**Notes:**

Approximate time for completion 20 working days.  
Cabinets will be delivered approximately 3 weeks after order.  
Owners to provide access Monday through Saturday from 7:00 AM to 5:00 PM.  
For job site safety as well as work efficiency **all pets, children, and adults will be kept clear of the work area when workers are present.** Job site will be left safe and broom clean at the end of each work day, however the **occupants and their guest, invited or uninvited, are responsible for their own safety at all times.** We recommend that the construction area be avoided completely by all occupants and visitors until the construction is completed.  
Owner to carry fire, tornado and other necessary insurance during the construction period.  
Job site will be left broom clean upon completion.

---

Owner's Agent

---

James M. Williams: Contractor

---

Date of Acceptance

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Shawn Sprague Construction

21282 Jeffery Rd.  
Tehachapi, Ca. 93561  
760-559-3891  
Lic # 506693

## Estimate

Date	Estimate #
8/27/2015	244

Name / Address
City of California City Bob Parker Scout 21000 Hacienda Blvd California City, Ca. 93505

Project

Description	Cost	Total
Bob Parker Scout Lodge: Tile bathrooms, Kitchen cabinets with Granite counters and sink. Tile surrounds at Fireplaces. Per plans Provided Includes Labor and Materials.	17,940.00	17,940.00
<b>Total</b>		<b>\$17,940.00</b>

Signature \_\_\_\_\_

## Proposal

**P.O. Box 2426**

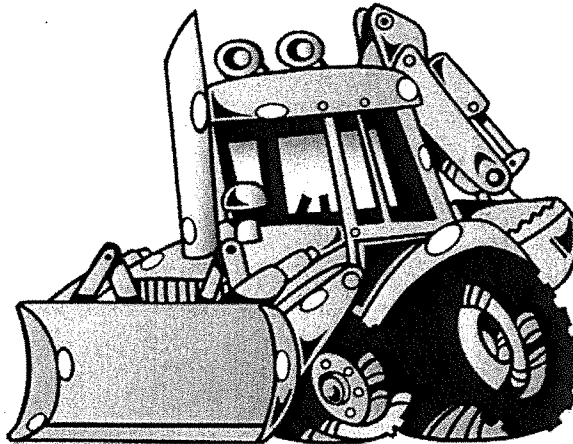
**California City Ca. 93504-0426**

**(760) 373-2382**

**CA. Contractors LIC. # 780644**

DATE: AUG. 27, 2015  
Proposal 201574  
FOR:

tile



ATTN Joe  
Scout Island  
**City of California City**

DESCRIPTION	AMOUNT
<p>Install New Oak Pre finished floor to ceiling kitchen cabinets with granite counter tops  with white melodeon interiors 10' ceilings cabinets all the way to top  install bathroom tile per plans with Dal tile up walls 5' with cove base  Tile around fire places  Provide two stainless steel deep well sinks</p> <p>A REQUIRED DEPOSIT OF 30% FOR MATERIALS  TILE IS 6 TO 8 WEEKS OUT UPON ORDER</p> <p>Department of Industrial Relations Registration # 1000017514  Division of Labor standards Enforcement</p>	
<b>TOTAL</b>	<b>\$ 37,494.00</b>

Any questions about this proposal please contact Andrew Parker (760)373-2382  
This proposal is good for 10 days from above date.

**THANK YOU FOR YOUR BUSSINESS**



# CITY COUNCIL

Meeting date  
Sept. 8 2015

**TO:** Mayor and City Council  
**FROM:** Brenda Daverin, Park Supervisor  
**SUBJECT:** Donate to Save our Lake Campaign

---

## **BACKGROUND**

For the past couple of weeks Park & Recreation has teamed up with the National Recreation and Park Association for an on-line/social media Fund Your Park national campaign. It runs until 9/25/15. The Parks Department has been working on getting estimates of two different types of aeration pumps. One type is more of a diffuser and the other is a mixer. We are still looking into which system is most effective and plan to present again with the estimates. Aeration is key to a healthy lake!

## **RECOMMENDATION**

Council approves the recommended donation of \$10,000 towards funding the Save the Lake Campaign. After the campaign ends we will present the options and quotes along with a formal recommendation of the system to be installed.

## **FISCAL IMPACT**

The sources of funding are:

Funding:	Line item # 10-4151-630	\$ 10,000
	Other Contracts	
	<b>TOTAL FUNDS:</b>	<b>\$ 10,000</b>

**ENVIRONMENTAL ACTION** N/A

NB I.

## **Save Our California City Lake!**

California City has teamed up with the National Recreation & Park Association to conduct a campaign to save our lake. Central Park Lake in California City is currently struggling due to poor water circulation/aeration which is causing a serious invasion of green algae, and there is an excessive plant overgrowth.

The goal of our project is to restore our lake by adding aeration pumps and beneficial bacteria/enzymes into the lake to reduce the green algae. The waterfall will be renovated to improve a greater circulation. Invasive plants, restricting the flow of water, will be harvested.

California City is also a major stop off for migrating birds on the Pacific Flyway. Birds are attracted to sources of water, vegetation, and food sources at Central Park Lake. The lake is easily accessible to birders and is a major hotspot for bird watching during spring and fall migrations. Because of the habitat provided within our city limits, there are many nesting birds to watch and identify year-round.

If you wish to donate to this non-profit **Save Our Lake** campaign, please visit [www.fundyourpark.org/campaign/detail/4200](http://www.fundyourpark.org/campaign/detail/4200) or come to City Hall to donate. Donations are tax deductible. We accept donations in any amount. The website launches August 25, 2015 and the online campaign ends on September 25, 2015. We will still continue to take donations at City Hall after September 25, 2015.

This project helps to achieve three desired outcomes for our community: conservation, health/wellness, and social equity. First, we need to conserve and restore the lake so that residents and visitors alike can have a clean, safe place to fish, boat, and enjoy nature. Secondly, our park will draw patrons out of their homes and into an environment where they can fish, walk, enjoy the view, bird watch, boat, and appreciate nature. Patrons will be able to choose to take home fish rather than throw them back. Lastly, a clean lake will provide an opportunity for all walks of life to enjoy recreation and experience outdoor hobbies including fishing clinics and on-site birding tours. We will resume fishing derbies and restore boating. A clean lake will enhance the lives of park users and become the recreational and wildlife space this community deserves. Local businesses will benefit as well, such as the hotel, restaurants, gas stations and other that provide goods and services.

We have faith that our community and other surrounding communities will help support the project because there is a lot of concern about the need to clean up the lake and restore our park's atmosphere. We have a new support group **Friends of The Lake** who are interested in improvements and on-going maintenance. If you have an interest in joining, please email us at [calcitypark@yahoo.com](mailto:calcitypark@yahoo.com)  
Thanks for your support!

# SAVE OUR LAKE CAMPAIGN!



## WHY

Excessive green algae, insufficient oxygen & aeration, fish die off, overgrowth of plant materials

## How

Install aeration pumps, harvest cattails, add enzymes to rid the lake of algae, & improve the waterfall

## WHEN CAMPAIGN STARTS AND ENDS

**August 25, 2015 -  
September 25, 2015**

## HOW CAN I DONATE??

[www.fundyourpark.org/campaign/detail/4200](http://www.fundyourpark.org/campaign/detail/4200)

Or City Hall (21000 Hacienda Blvd, California City, CA 93505)

NRPA is a non-profit organization and your donation is tax deductible



National Recreation  
and Park Association



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California City Save Our Lake

**Parks  
Make  
Life  
Better!**

